TICKET & LESSON RELEASE AND WAIVER AGREEMENT

DATE:	NAME OF PARTICIPANT:	
DATE OF BIRTH:	GROUP NAME	TRIP DATE
EMAIL ADDRESS IF OVER AGE 13: (Not Required)		

In consideration of **Snow Summit, Inc./Sierra Summit, Inc.,** it's employees, officers, owners, directors, affiliates and related corporations (hereinafter "Summit"), allowing Participant to participate in winter activities at Snow Summit, Bear Mountain or Sierra Summit ("Resorts") it is agreed that:

1. Participant is aware that participation in winter activities, particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including taking lessons and the use of all types of snow-sliding equipment; the use of all Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE INHERENT RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control, collisions with other snow sliders or with natural and man-made objects, and potential falls from or other accidents involving terrain features or chairlifts or other forms of transportation or vehicles that may be necessary for the conduct of Resort activities. **PARTICIPANT FREELY ASSUMES ANY AND ALL SUCH RISKS,** whether or not the actual risk is known or unknown to Participant at the time of executing this release and waiver agreement **and INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT or any of Resorts' respective employees, volunteers, agents, or representatives.**

2. Participant understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. **PARTICIPANT FREELY ASSUMES any and ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT or any of Resorts' respective employees, volunteers, agents, or representatives.**

3. PARTICIPANT AGREES TO FOREVER RELEASE AND TO NOT SUE SUMMIT, its directors, employees, volunteers, agents, or representatives for any injuries or property damage caused by or resulting from any access to Resorts' premises or by participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.** Participant further agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SUMMIT** from any and all losses, claims, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including but not limited to reasonable attorney fees incurred by **SUMMIT**.

4. **PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.** Participant represents that he/she has voluntarily entered into this agreement and has made no misrepresentations regarding Participant's name, age or any other information herein. Participant further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by law and that if any portion or paragraph is held invalid, the balance shall continue in full legal force and effect.

On behalf of myself or on behalf of the above person if Participant is a minor, I agree for myself and for said minor to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD HARMLESS SUMMIT** as set forth above.

_____/____/_____

Print Full Name Clearly of Participant or Responsible Party if Participant is under 18 years of age. | Date | Signature of Participant or Responsible Party