



## WINTER ACTIVITIES PARTICIPANT'S RELEASE

In consideration of Snow Summit, Inc., Sierra Summit, Inc., their respective employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "Summit", allowing "Participant" (**PRINT NAME**) \_\_\_\_\_ to participate in winter activities, including but not limited to Summit's snow sliding in its various forms, special event activities, etc., it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

### 1. ASSUMPTION OF RISK - Winter Activities

Participant is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; or other snow sliding equipment; the use of Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE 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 and collisions with other snow sliders or with natural and man-made objects. Such risks and dangers are recognized and accepted whether they are marked or unmarked. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

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### 2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, 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 RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

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### 3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at Summit, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries or property damage caused by or resulting from any access to Summit's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

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