

U.S. Adaptive Recreation Center Participant Information Form Winter 201;/2042

Name:	Home Phone:
Address:	Work Phone:
City:	Cell Phone:
State: Zip: County:	Cell Phone:
Date of Birth: Age:	E-mail address:
M/F: LBGTQ:	Weight: Height Shoe Size:

Parent/Guardian Name: _____ Phone: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

Physician/Hospital Name: _____ Phone: _____

Insurance Company: _____ Policy #: _____

PARTICIPANT DETAILS

- Participant Disability (*be specific as to physical or cognitive elements*): _____ Date of onset: _____
- Do you use a wheelchair? Yes No If yes, % of time: _____ If yes, it is: Electric Manual
- What aids, if any, do you use to walk? (ie: walker, cane, crutches, braces, etc.): _____
- Do you have seizures? Yes No Type of seizure: _____ Date of most recent seizure: _____
Frequency of seizures: _____ Seizure medication (s): _____
- Are you currently taking any medications? Yes No
If yes, please list medications (attach additional page if necessary): _____
- Are you allergic to anything, (i.e. medication, food, etc.)? Yes No
If yes, please list allergies: _____
- Do you need to limit your activities for any reason? Yes No
If yes, please explain: _____
- Are you currently under a physician's care for any specific condition(s) we should be aware of, (i.e. your disability, diabetes, heart trouble, spinal stabilization, shunts, asthma, medications, tracheostomy, etc.)? Yes No
If yes, please explain (attach additional page if necessary): _____
- Have you taken an adaptive ski lesson before? Yes No If yes, when? _____ Where? _____
- What level trails did you ski? (circle all that apply) Beginner Intermediate Advanced
- How did you first hear about USARC? _____

Military/Veteran Information	Participant Type
List Years/Wars Served: (ex 1999-2004)	<input type="checkbox"/> Service Member Injured Post 2001
Branch:	<input type="checkbox"/> Service Member Injured Pre 2001
Rank:	<input type="checkbox"/> Guest/Family Member
Date of Injury:	<input type="checkbox"/> Veteran Support Staff
Place of Injury:	<input type="checkbox"/> Other _____

USARC Statistics Questionnaire

To keep our fees low, USARC uses this information to qualify for grants to various philanthropic foundations and organizations. The information you provide is for USARC statistical purposes only and is strictly confidential. The financial information of individuals is never provided to any organization or foundation.

Participant Name: _____ **Lesson Date:** _____

Group Name (if applicable): _____

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks about your household income. For this question a list of EXTREMELY LOW-INCOME, VERY LOW-INCOME and LOW-INCOME categories are presented below. These figures are calculated by using FY2018 Income Limits Summary from the HUD website for the 5 largest counties USARC serves.

Using the number of persons in your household you listed above, refer to the charts below and locate the **combined gross annual income** of those persons. Place a check mark in **ONE** of the four blanks provided (for example, if your household has 5 persons whose combined gross annual income does not exceed \$31,448, then you would place a check mark in the "EXTREMELY LOW INCOME" blank.)

EXTREMELY LOW INCOME: _____
LOW INCOME: _____

VERY LOW INCOME: _____
ABOVE LOW INCOME: _____

EXTREMELY LOW INCOME

Number of Persons in Household	Combined Gross Annual Income Does Not Exceed
1	\$ 18,420.00
2	\$ 21,164.00
3	\$ 24,712.00
4	\$ 28,250.00
5	\$ 31,448.00
6	\$ 34,634.00
7	\$ 38,588.00
8	\$ 42,564.00

VERY LOW INCOME

Number of Persons in Household	Combined Gross Annual Income Does Not Exceed
1	\$ 30,710.00
2	\$ 35,100.00
3	\$ 39,470.00
4	\$ 43,830.00
5	\$ 47,350.00
6	\$ 50,860.00
7	\$ 54,370.00
8	\$ 57,880.00

LOW INCOME

Number of Persons in Household	Combined Gross Annual Income Does Not Exceed
1	\$ 49,100.00
2	\$ 56,120.00
3	\$ 63,140.00
4	\$ 70,120.00
5	\$ 75,750.00
6	\$ 81,360.00
7	\$ 86,960.00
8	\$ 92,570.00

3. Please check whether you belong to a Female Head of Household: Yes: ____ No: ____

4. Please indicate how you identify yourself by checking only one of the following choices:

Hispanic	Non-Hispanic	
		White
		Black/African American
		Asian
		American Indian/Alaskan Native
		Native Hawaiian/Other Pacific Islander
		Black/African American & White
		Asian & White
		American Indian/Alaskan Native & White
		American Indian/Alaskan Native & Black/African American
		Balance/Other

Disabled Sports USA Waiver & Release of Liability Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. The purpose of this Disabled Sports USA Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. “Released Parties” include Disabled Sports USA, United States Adaptive Recreation Center, and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or United States Adaptive Recreation Center related events and activities, the Undersigned (“Undersigned” means the Participant or the Participant’s parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in any Disabled Sports USA/ United States Adaptive Recreation Center events or activities or the Participant’s presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in such events or activities or the Participant’s presence on or travel to the premises where such events or activities take place.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a

helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant’s failure to use a helmet.

4. Medical Treatment. Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) this Agreement shall be governed by the laws of the State of California and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in San Bernardino County, CA; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.

Participant’s Signature	Participant’s Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant’s behalf.

Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

Disabled Sports USA Media Release Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. “Released Parties” include Disabled Sports USA, United States Adaptive Recreation Center and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant’s Signature	Participant’s Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor, or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant’s behalf.

Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
THE EFFECT OF THIS AGREEMENT MAY VARY FROM JURISDICTION TO JURISDICTION.
PLEASE READ CAREFULLY!

"Activity" or "Activities" means skiing, snowboarding, ski/ride racing/competition, ski/ride school classes/clinics/lessons, guided tours, participation in special events, hiking, uphill and any other use of Resort property or facilities, including, but not limited to, the use of terrain parks and features, chairlifts and other conveyances, buildings and premises, food and beverage and retail locations, use of Rental Equipment, ski/snowboard tuning and repair, vehicles, sidewalks, stairways, trails, parking lots, mountain coaster, alpine slide, ice skating, zip lines, climbing walls, trampolines and other amusement events or features, and Resort tubing areas.

"Agreement" means this "Release of Liability, Waiver of Claims, Warning, Assumption of Risk and Indemnity Agreement."

"Equipment" means all equipment offered for use by Resorts including, but not limited to, rental skis or snowboard, boots, bindings, helmets, ski bikes, ice skates, tubing or exercise equipment or any other equipment.

"Minor" or "Minor Participant" means the minor(s) participant(s) named below.

"Releasers" means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including without limitation Minor Participants. Releasers includes without limitation "you", "I", and "me" as used in this Agreement.

"Resort" or "Resorts" means the participating ski areas and resorts at which the pass product is valid and accepted and/or where the Releasers participate in Activities, including without limitation Alpine Meadows Ski Resort, Alta Ski Area, Aspen Highlands, Aspen Mountain, Banff Ski School Limited dba SkiBig3, Bear Mountain, Big Sky Resort, Blue Mountain, Boyne Highlands, Boyne Mountain, Brighton, Buttermilk, CMH Heli-Skiing and Summer Adventures, Copper Mountain, Coronet Peak, Crystal Mountain, Cypress Mountain, Deer Valley Resort, Eldora Mountain Resort, Jackson Hole Mountain Resort, June Mountain, Killington Ski Resort, Loon Mountain Resort, Mammoth Mountain Ski Area, Mt Hutt, Mont Tremblant Resort, Niseko United, Norquay Mystic Ridge, Snow Summit Ski Area, Snowbird, Snowmass, Snowshoe Mountain, Solitude Mountain Resort, Squaw Valley Ski Resort, Steamboat Ski Resort, Stratton Mountain, Sugarbush Resort, Sugarloaf, Sunday River, Sunshine Village, Revelstoke Mountain Resort, Taos Ski Valley, The Lake Louise Ski Area, The Remarkables, The Summit at Snoqualmie, Thredbo, Valle Nevado, Winter Park Resort, and any other ski resort at which Releasers participate in Activities using this pass product and/or any other resort or facility that may be accessed by use of or in connection with this pass product.

Be advised: You must sign this Agreement in order to purchase a season/frequency pass (the "Pass") to access the Resorts at discounted pricing from the day ticket price and/or to participate in certain Activities at the Resorts.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASERS AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY RELEASOR ENGAGES IN AN ACTIVITY AT A RESORT WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, EACH SEASON AND/OR EACH ACTIVITY.

I understand and accept that the Activities are HAZARDOUS and involve risks of physical injury that may include death. By signing below, I expressly agree to accept all dangers and risks associated with the Activities, including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to me, whether or not they are inherent risks. RECOGNIZING AND ACCEPTING THE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY(IES) AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITY(IES).

I, on my own behalf and on behalf of all Releasers, understand, accept and agree that the Activities involve numerous hazards and risks including, but not limited to, unpredictable and/or variable snow and/or weather conditions, extreme cold, frostbite, hypothermia, high elevation, wildlife and domestic animal encounters, exposure to the elements, lack of shelter, falling trees and limbs, marked and unmarked obstacles, natural or manmade features or objects, snow immersion, deep snow conditions, tree wells, unstable ice and snow, including but not limited to slides and avalanches, slick or uneven walking surfaces, changes or variations in terrain or snow conditions, surface and subsurface conditions, rugged mountainous terrain, cliffs, collisions with other participants, snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, operation of snowmaking equipment which may create blind spots or areas of reduced visibility, structures, acts of other skiers/snowboarders, carelessness and misjudgments on the part of other participants, Releasers, or Resort staff, including failure to follow applicable rules, policies and procedures, use of gondolas, chairlifts, rope or other tows, and moving carpets which may involve entanglement with equipment, objects, or other skiers/snowboarders, errors in loading/unloading, and equipment malfunction or breakdown.

I, on my own behalf and on behalf of all Releasers, understand, affirm, and agree that I/We: (i) have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the gondolas, chairlifts, rope or other tows, and moving carpets; (ii) falls and collisions occur, and injuries are a common and ordinary occurrence of the Activities; (iii) shall obey all signs, markings and warnings posted at the Resort, and all applicable laws and regulations; (iv) understand that entering or skiing or snowboarding in a "CLOSED" area may be illegal and/or result in revocation of the Pass; (v) skiing or snowboarding off of designated trails (as indicated on a Resort's trail map), may be more dangerous to me and others than skiing or snowboarding on designated trails; (vi) there are risks involved in decision-making and conduct of other skiers and snowboarders, and Resorts' employees, involved with the Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort personnel or third parties inside or outside of Resort boundaries, risks associated with decisions made by Resort personnel to open and/or close terrain, and the risk that an instructor/guide/coach may misjudge weather, trail conditions, route/terrain selection, or some aspect of Releaser's abilities, conditioning, mental, emotional or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Releaser; and (vii) snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that I/We must be alert for and avoid these. Further, I/We accept the responsibility of maintaining deliberate and conscious control at all times while skiing or snowboarding.

I, on my own behalf and on behalf of all Releasers, agree to inspect before use all Equipment. I, on my own behalf and on behalf of all Releasers, **understand and agree that I may not be available or present when my or Minor's Equipment is fitted and adjusted and hereby waive the opportunity to verify the**

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helmet size and fit and binding settings and authorizes employees of the Resorts to fit the helmet size and binding settings. I understand and agree that, although Releasers may be wearing a helmet, **a helmet cannot guarantee Releasor's safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. **I understand and agree that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will or will not release.** I, on my own behalf and on behalf of all Releasers accept for use "AS IS" any Equipment Releasor uses for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by Releasor to be damaged or defective in any way. I, on my own behalf and on behalf of all Releasers, accept full responsibility for the care of the Equipment used for an Activity and agree that I, on my own behalf and on behalf of all Releasers, will be responsible for the replacement at full retail value of any Equipment damaged or not returned.

If applicable, I agree to read to, or to have Minor or other Releasers read, and to explain to Minor or other Releasers, if necessary, all posted signs, markings, and warnings, including instructions on the use of gondolas, chairlifts, rope or other tows, and moving carpets.

In consideration for the Resorts issuing the Pass(es) and permitting me and all Releasers to participate in the Activities, and with knowledge of the risks and dangers involved, I **AGREE** on my own behalf and on behalf of all Releasers to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me and all Releasers while engaged in, or as a result of participating in, any Activity; (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against the United States Department of Agriculture Forest Service, City and County of Denver, CO, Winter Park Recreational Association, any of the Resorts, and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents and insurers (the "Released Parties") that are based on, arise or result from in whole or in part, use of the Pass or participation in any Activities, and without limitation claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario or British Columbia, any duty of care owed under the **Occupiers Liability Act**; (3) **INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasers, or caused to others or their property by me or by the Releasers, or brought by me or by the Releasers. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my or any Releasers behalf as a result of my or any Releasor's participation in an Activity. **I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I am agreeing to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of the Minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.**

In consideration for accessing the facilities of any of the Resorts, I agree on behalf of myself and all Releasers that, to the fullest extent permitted by law, **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death, and this Agreement, shall be **GOVERNED BY THE LAW OF THE STATE if in the United States, or PROVINCE in Canada, as applicable, where an alleged incident occurred, without regard to any conflicts of law principles, and that EXCLUSIVE JURISDICTION** in the United States shall be in the **local State Court or Federal Court residing where an alleged incident occurred, and if in Canada, the relevant court in the Province where an alleged incident occurred.** I **VOLUNTARILY AND IRREVOCABLY WAIVE ON BEHALF OF MYSELF AND ALL RELEASORS ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

I agree on behalf of myself and all Releasers to grant to the Resorts and their advertising and promotion agencies, acting on their behalf, the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my and the Releasers' images and/or performances captured at any Resort location.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND ACKNOWLEDGE THAT A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW; AND B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE, THAT I AM LEGALLY AUTHORIZED TO SIGN AND THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S) NAMED BELOW, AND THAT OTHER RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASOR(S), OTHER RELEASOR(S) SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT.** This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I understand that the Pass is **NOT TRANSFERABLE** and **CANNOT BE RESOLD**, and that each of the Resorts have the right to confiscate or revoke the Pass if, in a Resort's sole judgment and discretion, I or any Releasor, acts in any manner that endangers or may endanger the safety of me or another person; violates the law; provides ski lessons, guided tours, or other services at the Resort for compensation without express authorization from the Resort; uses the Pass in a fraudulent manner; or engages in misconduct or creates a nuisance. I and all Releasers further understand that such acts may also be prosecuted as a criminal offense, as applicable. I acknowledge the affirmative duty to immediately notify the issuer if a Pass is lost or stolen.

WHEN YOU SKI IN CALIFORNIA, THE FOLLOWING SHALL APPLY:

This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Releasers expressly waive all rights under section 1542 of the Civil Code of the State of California, which provides as follows: "A general

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release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

I am advised, understand and agree that sections 602(r) and 653i of the California Penal Code shall apply to me, if applicable. I also agree that any action under this Agreement shall be governed by California law, with exclusive jurisdiction in the Superior Court of the County where the alleged incident occurred.

WHEN YOU SKI IN COLORADO, THE FOLLOWING SHALL APPLY:

I understand and agree that under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a “skier” and, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain “inherent dangers and risks of skiing” as defined in the Colorado Ski Safety Act (the “CO Act”). **IN ADDITION I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, ON BEHALF OF MYSELF AND, IF APPLICABLE, ON BEHALF OF THE OTHER RELEASORS, I AND THEY ARE VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND ARE WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE CO ACT.**

WHEN YOU SKI IN MONTANA, THE FOLLOWING SHALL APPLY:

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider’s ordinary negligence that are the result of the provider’s failure to exercise reasonable care.

WHEN YOU SKI IN NEW MEXICO, THE FOLLOWING SHALL APPLY:

Each Participant/Releasor agrees the exclusive remedy against the Resort is the New Mexico Ski Safety Act (NMSA 24-15-1 et seq) and that they are bound by its terms, and that they should obtain health, accident and life insurance **BEFORE** participating in the Activities.

WHEN YOU SKI IN QUEBEC, THE FOLLOWING SHALL APPLY:

I agree that I and each Releasor will comply with the Mountain Code of Conduct and all other regulations and safety rules enforced by the Resort. . I hereby waive my right to terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec. I and each Releasor agrees to this Agreement’s terms and conditions as drafted in the English language. *Je consens à ce que cette entente soit rédigée en anglais.*

WHEN YOU SKI IN WYOMING, THE FOLLOWING SHALL APPLY:

WARNING. Under Wyoming law, a skier assumes the inherent risks of skiing and is legally responsible for damage, injury or death to person or property that results from the inherent risks of skiing.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. By clicking “I AGREE” below, I warrant THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS NAMED IN THIS AGREEMENT.

Executed this _____ day of _____, 201__.

PRINT Name of Participant

Signature of Participant if 18 or older

____/____/____
Participant date of birth

PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

Signature of PARENT or LEGAL GUARDIAN