



**MOUNTAIN HIGH'S ANNUAL CHARITY SANTA SUNDAY
RELEASE OF LIABILITY
DECEMBER 15, 2024**

Guest Name Printed _____ Address _____ City _____ Zip _____

Age _____ If under 18-Parent or Guardian must sign below

ASSUMPTION OF RISK - Winter Activities

Participant (s) are aware that participation in Charity Santa Sunday and winter activities generally and particularly the SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS, including, but not limited to, the use of Alpine, Snowboard, Telemarking, Specialized Adaptive (Disabled) or other snow sliding equipment, the use of " Freestyle Parks," or terrain features, features that may exist on any open trails, boxes, rails, any intentional or unintentional jumping at any location, and the use of chairlifts or surface lifts, (collectively "Winter Activities") 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, ice and icy conditions, avalanches and rock slides, moguls, rocks, trees, tree wells and other forms of forest growth or debris (above and below the surface), bare spots, lift towers, cables, utility lines, snowmaking and snow grooming equipment, snowmaking in progress, falls, loss of control and collisions with other snow sliders, or with natural and/or manmade objects, continually changing weather conditions, and the failure to ski/board within one's own ability. Such risks and dangers are recognized and accepted whether they are marked or unmarked. THE PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS arising from or related to participation in Winter Activities, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF, Mountain High Reunited LLC. any of their parent and/or any affiliated companies or resorts, owners, employees, agents, officers, directors, successors, insurers and landowners (collectively hereinafter "Mountain High").

ASSUMPTION OF RISK – Use of Premises

In addition to the above risks, each participant understands and voluntarily accepts that the use of the premises at Mountain High, including, without limitation, surfaces, roads, parking lots, walkways, stairs and any other areas that may be exposed to the elements of nature (collectively "Premises") are subject to the deposit of debris, melting and refreezing of snow, rain, hail and ice, and, that snow, ice, debris and other materials may be tracked indoors, such that WALKING OR OTHER DAILY ACTIVITIES on slick or uneven surfaces may be DANGEROUS and involve the RISK OF PROPERTY DAMAGE, INJURY OR DEATH. PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL SUCH RISKS arising from or related to the use of the Premises, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF MOUNTAIN HIGH.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

As a condition and in consideration of being allowed to voluntarily participate in winter activities at Mountain High Resort, PARTICIPANT AGREES NOT TO SUE AND TO FOREVER DISCHARGE AND RELEASE MOUNTAIN HIGH FROM ANY AND ALL LEGAL LIABILITY for any and all property damage, injury or death arising from or related to the use of the premises or participation in Winter Activities, INCLUDING, BUT NOT LIMITED TO, INCIDENTS ARISING FROM ANY ACTUAL OR ALLEGED NEGLIGENCE OF MOUNTAIN HIGH.

I/We agree to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS Mountain High Reunited LLC., the USDA Forest Service ("USFS"), their owners, officers, agents, Mountain High employees, successors, affiliates and all other persons or entities officially connected with Mountain High or the USFS ("Releasees") WITH REGARD TO ANY AND ALL LIABILITY on account of, or in any way resulting from, personal injuries, death or property damage, economic loss or in any way connected with my participation in Activities at Mountain High, even if caused by NEGLIGENCE of Releasees. I further AGREE NOT TO MAKE A CLAIM OR SUE RELEASEES FOR INJURIES OR DAMAGES in any way connected with my participation in the Activities at Mountain High. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT and is intended to be a general release of liability that shall be construed as broadly as the law allows in favor of MOUNTAIN HIGH REUNITED LLC.

AGREEMENT TO DEFEND AND INDEMNIFY

Participant agrees for himself/herself and his/her heirs, assigns and representatives TO DEFEND, INDEMNIFY AND TO HOLD MOUNTAIN HIGH REUNITED LLC., HARMLESS from any and all losses, claims, attorneys fees and costs, actions, causes of action, or proceedings of any kind which may be initiated by Participant or by any other person or organization (s) on Participant's behalf, including demands for damages, judgments, attorney's costs, loss of services or expenses, TO THE FULLEST EXTENT OF THE LAW.

I/We further understand that Mountain High is not responsible for any damage to equipment or clothing, including grease stains, as a result of participating in Activities or use of facilities. I also understand and agree that Mountain High is providing recreational services and is not liable for any defective equipment or products.

BOUNDARIES AND OTHER SIGNAGE

I/We shall observe and obey all posted signs. I/we will keep out of all "Closed Areas". I/we will participate in Activities only within the Mountain High Resort Area Boundaries. If I/we participate in any Activities out of bounds, I/we shall assume all risks inherent in side country and backcountry skiing/boarding, including cost of any Search and Rescue. I/we understand that violating any safety rule, including participating in the Activities out of bounds, will result in the immediate loss of all privileges and use of the facilities of Mountain High (without compensation). It's illegal to ski or ride in a closed area (Cal Penal Code 602 (r) NRS 455.100(8)). It is Illegal to leave the scene if involved in a collision except to notify and obtain Ski Patrol Assistance (Cal Penal Code 653i, NRS 455.170).

GOVERNING LAW, JURISDICTION AND SEVERABILITY

I/we understand and agree that this Agreement is governed by and intended to be as broad and inclusive as is permitted by California law. If any portion is held invalid, pursuant to California law, the balance shall remain in full legal force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made. I further understand that any dispute regarding the enforceability of this Agreement shall be filed in the Superior Court of Los Angeles North District, State of California, and shall not be transferred to any other jurisdiction.

I HEREBY ACKNOWLEDGE THAT I, AND ALL PERSONS LISTED ON THE FRONT OF THIS FORM, HAVE FULLY READ, UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS CONTAINED IN THIS AGREEMENT, AND AM VOLUNTARILY SIGNING THIS AGREEMENT ON BEHALF OF ALL LISTED PERSONS, INCLUDING MINOR CHILDREN AND OUR HEIRS AND ASSIGNS. I FURTHER REPRESENT THAT I HAVE THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THOSE LISTED.

_____ Signature _____ Date _____
Print Name

I do read and understand English and can enter into this agreement: _____ (Initial)

I, _____, as parent/guardian of _____ a minor child, have the authority to enter into this agreement on behalf of the named minor. On behalf of the above-named person who has been identified as a minor, and on my own behalf, I agree as parent/guardian of the named minor to be bound by all terms and conditions of this agreement, including to DEFEND, IDEMNIFY AND HOLD MOUNTAIN HIGH HARMLESS as set forth above.