



MOUNTAIN HIGH REUNITED LLC. COMPLIMENTARY TICKET
RELEASE OF LIABILITY/ASSUMPTION OF RISKS
2019-2020

Guest Name: _____ Age _____ Ticket Type _____

Please Print

In consideration for and in relation to obtaining a Complimentary Lift Pass and/or any other ticket product from Mountain High Reunited LLC., I hereby voluntarily wish to execute this Assumption of Risk, Release of Liability and Indemnification Agreement on behalf of myself or the minor child identified herein:

ASSUMPTION OF RISK - Winter Activities

The user of the resort area and premises agrees and understands that ALL forms of alpine activities, including but not limited to THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS, the associated use of surface or aerial lifts, are HAZARDOUS ACTIVITIES involving exposure to inherent and other risks of injury, death or property damage or economic loss. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features that may exist throughout the area, variations in terrain, moguls, bare spots, icy or firm snow, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts, grooming vehicles, snowmobiles, manmade rails, other terrain apparatus, loss of balance, loss of control, falling, sliding, collisions with other participants and the failure to ski or board within one's own ability. I acknowledge that it is up to me and/or my child or dependent to have the physical dexterity and knowledge to safely load, ride and unload a lift, and that my child and/or dependent may use lifts without an adult present. I further agree that all of these risks and dangers are necessary to the sport of Skiing and Snowboarding. In recognition of these risks; and by accepting for use this Complimentary Ticket, I VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE that might be associated with or a result of my presence at Mountain High. (Initial)

ADDITIONAL - Mountain Conditions

In addition to the above risks, each participant understands and voluntarily accepts that SURFACE CONDITIONS on roads, parking lots, walkways, stairs and any other areas that may be exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, hail and ice, such that WALKING OR OTHER DAILY ACTIVITIES may become DANGEROUS. Snow, ice, debris or other materials may be tracked indoors and may present DANGER. PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF MOUNTAIN HIGH. (Initial)

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 TO NOT SUE AND TO FOREVER DISCHARGE AND RELEASE MOUNTAIN HIGH FROM ANY AND ALL LEGAL LIABILITY for any and all property damage, injury or death caused by or arising from any access to the Mountain High Resort premises or participation in any winter related activities in their various forms, INCLUDING, BUT NOT LIMITED TO, INCIDENTS ARISING FROM ANY ACTUAL OR ALLEGED NEGLIGENCE OF MOUNTAIN HIGH. (Initial)

AGREEMENT TO INDEMNIFY

Participant agrees for himself/herself and/or as guardian or legal representative, his/her heirs, assigns and representatives agrees TO INDEMNIFY AND TO HOLD MOUNTAIN HIGH HARMLESS from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by participant or by any other person or organization on participant's behalf, including demands for damages, judgements, costs, loss of services or expenses, TO THE FULLEST EXTENT OF THE LAW. 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. I agree that any claim that I/we may bring against MOUNTAIN HIGH must be filed in the North District of the Los Angeles Superior Court, California. I/we understand that if any portion of this contract is held invalid, the balance shall remain in full legal force and effect. I have made no misrepresentations to persons or staff at Mountain High Reunited, LLC. Including, but not limited to, name or age. (Initial)

I consent to for use by Mountain High Reunited, LLC, any pictures (video and print) for commercial purposes or otherwise, (or of my child) in connection with my activities at Mountain High Reunited, LLC. I also understand these photos or other materials are the sole property of the resort and may be used at their discretion. Additionally, I agree and understand I will receive no compensation for their use either now or in the future.

Be advised: Areas beyond the ski area boundary are not patrolled or maintained; avalanche and other hazards exist. Mountain High assumes no responsibility for the safety and welfare of anyone going beyond the ski area boundary. Going beyond the boundary that may or may not be marked with a rope line or boundary sign is not recommended at any time.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THE AGREEMENT IN EXCHANGE FOR THE USE OF A COMPLIMENTARY TICKET THAT HAS BEEN ISSUED TO ME.

I have read and understand the above statements and I do read/understand English. (Initial)

I DECLARE as parent/guardian of the minor child identified herein that I have the authority to enter into this agreement on behalf of said minor and on behalf of any other parent/guardian of said minor. I have read the RELEASE, and understand its contents, and agree on behalf of said minor and on my own behalf to the terms and conditions (Initial)

THIS IS A RELEASE OF LIABILITY, YOU HAVE VOLUNTARILY ENTERED INTO THIS ABOVE AGREEMENT, DO NOT SIGN IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS.

Signature of Participant _____ Date _____

Signature of Parent/Guardian _____ Date _____