Guest #: *For Office Use Only*

ASSUMPTION OF RISK, RELEASE OF LIABILITYAND INDEMNIFICATION AGREEMENT

Please print clearly:

Participant's First Name: _____ Last Name: _____

Address: _____ City, State: _____ Zip: _____

Current Age: _____ Date of Birth: _____ Home Phone: _____

1. In connection with obtaining a **CALI4NIA PASS, CALI4NIA PREMIUM PASS, JUNE MOUNTAIN PASS, BEAR+SUMMIT ANYTIME PASS, BEAR + SUMMIT MIDWEEK PASS, TAMARCK PASS, MOUNTAIN BIKE PARK ACCESS PASS and/or other pass or ticket product** (collectively referred to herein as a **"PASS"**), I hereby execute this Assumption of Risk, Release of Liability and Indemnification Agreement (the "**AGREEMENT**") on behalf of myself and any children or dependents identified herein (collectively, the "**RELEASORS**").

2. **WHEN I ENGAGE IN SNOW SEASON ACTIVITIES, I ACKNOWLEDGE THAT PARTICIPATION IN THE SPORTS OF SKIING AND SNOWBOARDING CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** I understand Skiing (Alpine and Nordic) and Snowboarding involve numerous risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, icy or firm snow, unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, avalanches and other hazards. I also understand Skiing and Snowboarding involve risks posed by loss of balance, loss of control, falling, sliding, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, posts, lift towers, snow making equipment, snowmobiles and other over-snow vehicles. 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 these risks and dangers are necessary to the sports of Skiing and Snowboarding.

3. **WHEN I ENGAGE IN SUMMER SEASON ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF MOUNTAIN BIKE TRAILS, CLIMBING WALL, ZIPLINE, BUNGEE TRAMPOLINE, HIKING TRAILS, AND OTHER OUTDOOR ACTIVIES (COLLECTIVELY THE "OUTDOOR ACTIVITIES"), I UNDERSTAND THAT PARTICIPATION IN THE OUTDOOR ACTIVITIES CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** Further I recognize that there are risks, inherent and other, including, but not limited to: steep and narrow trails and roads; impacting man-made and natural obstacles and objects, or being impacted by such obstacles or objects; jumps and other features; terrain variations; vehicles; varying and adverse weather conditions; use of belaying equipment operated by myself or others; equipment failure, misuse, or malfunction; falling, slipping, jolting, jarring or shaking; carelessness and misjudgments on the part of participants and staff, including failure to follow company policies and procedures; high elevation; anxieties and fears associated with heights; encounters with plants, insects or animals, contact with other participants or their personal property; dizziness, fatigue, breaks, sprains, strains, bruises and other contusions; and property damage. I further agree that these risks and dangers are necessary to the Outdoor Activities.

4**.** Despite the risks and dangers involved, and as consideration for being allowed to participate in Skiing, Snowboarding, and/or Outdoor Activities (collectively, the "**SPORTS**") through the purchase of a **PASS**, on behalf of all of the **RELEASORS**, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with the **RELEASORS'** participation in the **SPORTS**, and/or with the use of the facilities of Mammoth Mountain, June Mountain, Snow Summit, Bear Mountain, and/or Tamarack Cross Country Ski Center, including, but not limited to, the use of buildings and premises, terrain parks and features, chairlifts and other conveyances, rental equipment, instruction, racing, special events, search and/or rescue, and skiing, snowboarding, riding or otherwise traveling beyond the boundary (collectively the "**USE OF THE FACILITIES**").

5. **I AGREE NEVER TO SUE, AND TO RELEASE FROM LIABILITY,** Mammoth Resorts, LLC, Mammoth Mountain Ski Area, LLC, Snow Summit, LLC, the United States of America, Department of Agriculture, Forest Service, and all of their respective affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors and shareholders (collectively referred to as "**MAMMOTH**") for any property damage, injury or loss, including death, which arises in whole or in part out of my and/or my child or dependent's participation in the **SPORTS** or **USE OF THE FACILITIES**, including without limitation those claims based on **MAMMOTH'S** alleged or actual **NEGLIGENCE, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY**.

6. I acknowledge that this **AGREEMENT** will prevent the **RELEASORS** from filing suit or making any claim for damages in the event of injury or death arising from the **RELEASORS'** participation in the **SPORTS** or **USE OF THE FACILITIES**. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply

whenever the **RELEASORS** participate in the **SPORTS** or engage in **USE OF THE FACILITIES**. I understand and agree that each time I use my **PASS**, or anyone for whom I have executed this agreement uses his or her **PASS**, that use will constitute a renewal and reaffirmation of my and the user's acceptance of this **AGREEMENT**. **FURTHER, I UNDERSTAND AND AGREE THAT IF I RENEW OR PURCHASE A PASS FOR MYSELF OR FOR MY CHILD AT ANY POINT IN THE FUTURE, THIS SIGNED AGREEMENT WILL BE VALID AND BINDING UPON ME AND/OR MY CHILD.**

7. In the event any of the **RELEASORS** or any of their legal representatives file a claim or a lawsuit arising out of any of the **RELEASOR'S** participation in the **SPORTS** or the **USE OF THE FACILITIES**, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MAMMOTH** from and against any damages, attorney's fees or costs arising out of such a claim or a lawsuit. Additionally, I **AGREE** that this **AGREEMENT** will be admissible into evidence.

8. **I AGREE** that if **MAMMOTH** Management, Ski Patrol or Hill Safety believes that my behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke my **PASS** without my having any right of refund or reimbursement.

9. **I AGREE** that the **PASS** is non-assignable, non-refundable and cannot be transferred to another person or time period beyond the terms of the **PASS**. There are no exceptions, other than those available if Pass Protection is separately purchased. Use of my **PASS** by anyone other than me shall constitute fraud and will result in the immediate loss of all related privileges without compensation and may result in criminal prosecution.

10. **I AGREE** that if I travel beyond a resort boundary, I assume all risks associated with backcountry travel, including the risk of avalanches. **I AGREE** that I may be charged for any rescue, if available, beyond a resort boundary.

11. **I AGREE** to read and follow each and every rule stated in Your Responsibility Code, Cross Country Responsibility Code, Freestyle Terrain Users' Responsibilities, and sections 602(r) and 653i of the California Penal Code, as applicable.

12. **I AGREE** to grant to **MAMMOTH** and its advertising and promotion agencies 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 image and/or performance captured at any **MAMMOTH**-operated location. I further **AGREE** that personal information submitted to **MAMMOTH**, including name, mailing address, phone number, and email address, may be collected, processed, stored and used by **MAMMOTH** for the purposes of marketing **MAMMOTH's** products and services to me, including contacting me by email and/or by telephone, including via automated pre-recorded message. All personal information collected is subject to **MAMMOTH'S** Privacy Policy, available at www.mammothmountain.com/privacy.

13. In executing this **AGREEMENT**, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself and/or on behalf of persons for whom I have authority to execute. In the event that I execute this **AGREEMENT** on behalf of another person, and in the event that the other person brings a claim against **MAMMOTH**, **I AGREE** to defend, indemnify and hold harmless **MAMMOTH** as fully set forth in Paragraph 7 above.

14. **I ACKNOWLEDGE** that this **AGREEMENT** is binding upon me and/or any person on behalf of whom I am executing, my heirs, assigns and legal representatives. I acknowledge that this **AGREEMENT** is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the **AGREEMENT** will remain in effect and will be enforceable. I agree that any action arising under this **AGREEMENT** will be brought in a court of competent jurisdiction in the State of California. This **AGREEMENT** will be subject to and interpreted under the laws of the State of California.

THIS IS A BINDING AGREEMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature of Participant _____ Date _____

Participants under the age of 18 years are required to have at least one parent or legal guardian read and sign.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent or Legal Guardian _____ Date _____