

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in the Activities or purchasing a Season Ski Pass is "Participant". If the Participant is age 18 or older, the "Undersigned" means the Participant; if the Participant is under 18, it means both the Participant and the Participant's parent or legal guardian. The Undersigned agrees that participation in recreational activities, including ski school, skiing, snowboarding, racing, ski simulation, using freestyle or terrain park features, outdoor and indoor recreational activities, and the use of ski area facilities including the parking area, lodges, food and beverages facilities, and the lifts, for any purpose (hereinafter the "Activities"), can **be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned acknowledges under Washoe County Code sections 50.244 and 50.245, that he or she expressly **ASSUMES ALL RISKS** of any injury, damage or death, to person or property, arising out of or resulting from the inherent dangers and risks of skiing/snowboarding, as such risks are reasonably obvious, expected, or necessary. "Inherent risks of skiing/snowboarding" include, but are not limited to, those dangers or conditions which are an integral part of the sport of skiing/snowboarding, whether natural, man-made or man modified, including, but not limited to, changing weather conditions, variations in steepness of terrain, avalanches, snow or ice conditions or movement, surface or subsurface conditions or movement, bare spots, creeks, gullies, forest growth or rocks, falling, collision with other skiers/snowboarders and obstacles; following the instruction of a ski school instructor; equipment failure; improper use of equipment; encounters with snowmobiles, snowcats and/or other motor vehicles; lift loading, unloading, and riding; exposure to adverse weather; limited access to and/or delay of medical attention; fatigue; dehydration; hypothermia; altitude sickness; and mental distress from exposure to any of the above, and his or her failure to ski/snowboard within the season pass holders own ability.

3. Participant assumes the responsibility of maintaining control at all times while engaging in the Activities and is responsible for reading, understanding and complying with available website and monitor information, trail map, weather information, all signage and verbal instructions of ski area employees. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The Undersigned understands that a minor Participant may use the ski lifts without an adult present. Snowmobiles, snowcats, snowmaking, and/or snow-grooming equipment may be encountered at any time.

4. **The description of the risks listed above is not complete** and participating in the Activities may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activities.

5. In further consideration for allowing the Participant to participate in the Activities, **THE UNDERSIGNED AGREES NOT TO SUE AND TO RELEASE FROM ALL LIABILITY**, Mt. Rose - Ski Tahoe, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") for any property damage (including equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities, **INCLUDING THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY. BY AGREEING NOT TO SUE, THE UNDERSIGNED IS RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY.** I further release and give up any and all claims and rights that I may now have against Mt. Rose - Ski Tahoe. This releases all claims, including those of which I am not aware and those not mentioned in this release. This release applies to any and all claims resulting in injury to me, and all occurrences to date.

6. The Undersigned will **DEFEND AND INDEMNIFY** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activities or the Undersigned's obligations under this Agreement.

7. All claims for injury and/or death regarding an alleged incident **SHALL BE GOVERNED UNDER NEVADA LAW**, and jurisdiction and venue are hereby agreed to be proper only in WASHOE COUNTY, NEVADA

8. The Undersigned acknowledges that he or she is signing this Agreement behalf of the Undersigned and on behalf of the minor and that the minor will be bound by all the terms of this Agreement.

9. By signing this Agreement without a parent or legal guardian's signature, Participant represents that he or she is at least 18 years of age. **THE UNDERSIGNED REPRESENTS THAT HE OR SHE IS THE PARTICIPANT OR THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT OR HAS THE EXPRESS PERMISSION TO SIGN ON BEHALF OF ANOTHER PERSON (THE PARTICIPANT).** **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT**

10. If you are buying a ski pass, the pass **IS NOT REFUNDABLE** for any reason and **IS NOT TRANSFERABLE AND MAY NOT BE RESOLD**, no exceptions. Use of a pass by any person other than the named owner / pass holder shall void the pass and result in the immediate loss of all lift and skiing/snowboarding privileges without compensation and the Sheriff will be called to prosecute the person using your pass for fraud. The Undersigned acknowledges the following items; **KNOW THE CODE**: familiarize yourself and your family with the Responsibility Code and abide by its contents; familiarize yourself with the terrain; **DO NOT DUCK THE ROPE**: Ski Patrol puts up boundary lines when conditions permit and designates closed areas for your safety. Skiing in a closed area will result in the loss of your pass for up to 3 years; **WEAR YOUR PASS**: Your Season Pass gives you area access to both the slopes and lifts at Mt. Rose. Carry your Season Pass at all times at Mt. Rose and have it visible for quick inspection each lift ride, or when asked; **LOST PASS**: Lost passes need to be reported to the Guest Services Office immediately. Replacement passes are \$10; **FORGOT PASS**: If you forget your pass, please see the Guest Services Offices at either lodge; **THEFT**: Theft of any kind, whether from the resort or another guest, will result in the banishment from the area for life.

11. This Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms remain enforceable. The Agreement is binding on the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. If the holder chooses to take part in any renewal or auto-renewal program, this Agreement will remain in effect for so long as the holder participates in such program.