

**MOUNTAIN HIGH REUNITED COMPLIMENTARY TICKET
RELEASE OF LIABILITY/ASSUMPTION OF RISKS
2018-2019**

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 dependent identified herein:

WARNING: 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, uneven or slippery conditions, which may be present on roads, parking lots, walkways, and any other areas exposed to the elements of nature and are subject to the deposit, melting and refreezing of snow, rain, sleet, ice, such that walking or other daily activities may become dangerous, 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)

As a condition of being permitted the use of this resort by means of a complimentary ticket of which I acknowledge receipt of, the use of lifts and trails, and surrounding base area's, **I AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE** Mountain High Reunited, LLC., its parent companies, owners, employees, agents, officers, directors, successors, assigns (hereinafter "MT. HIGH") and other landowners from any and all liability for personal injury, death or property damage, whether caused by NEGLIGENCE or any other reason to the fullest extent allowed by law. I UNDERSTAND AND AGREE THAT THIS IS A LEGAL BINDING CONTRACT and is intended to be a general release of liability construed as broadly as the law allows in favor of Mountain High I agree that any claim that I may bring be filed in the Courts of Los Angeles County, North District, California and shall be governed by the laws of the State of California. I understand and agree that if any portion of this contract is held invalid, the balance shall continue in full legal force and effect. _____(Initial)

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 consent to use by Mountain High Resort of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of Mountain High Resort. I also understand that these photos or other material are the sole property of the resort and may be use at their discretion

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; DO NOT SIGN IT IF YOU DO NOT AGREE WITH ITS TERMS.

Signature of Participant _____ Date _____

Signature of Parent/Guardian _____ Date _____