

Disabled Sports USA Waiver & Release of Liability Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this Disabled Sports USA Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA, Disabled Sports USA Los Angeles – The Unrecables, and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Disabled Sports USA Los Angeles – The Unrecables, Inc. related events and activities, the Undersigned ("Undersigned" means the Participant or the Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in any Disabled Sports USA/ Disabled Sports USA Los Angeles – The Unrecables events or activities or the Participant's presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in such events or activities or the Participant's presence on or travel to the premises where such events or activities take place.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a

helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

4. Medical Treatment. Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) this Agreement shall be governed by the laws of the State of California and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Los Angeles County, CA; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.

Participant's Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

Minor's DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

Disabled Sports USA Media Release Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. "Released Parties" include Disabled Sports USA, Disabled Sports USA Los Angeles – The Unrecables and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant's Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor, or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

Minor's DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date



Guest #:

For Office Use Only

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND 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 and 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 ACTIVITIES (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 _____