

Of British Columbia 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 INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, I **FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

11. **BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US) or 19 years old (Canada). I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

13. **FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

EVANS, BOBBY 7/1/2007
 MINOR #1 - Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) MINOR #3 - Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY)
 MINOR #2 - Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) MINOR #4 - Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY)

ADULT PARTICIPANT INFORMATION - Required to Complete, Sign & Date Below

MARTIN, SUE 10/14/1987 X Sue Martin 12/20/17
 ADULT/PARENT/GUARDIAN #1 - Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) SIGNATURE DATE
 ADULT/PARENT/GUARDIAN #2 - Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) X SIGNATURE DATE

EMERGENCY CONTACT (print) RELATION PHONE NUMBER