RELEASE OF LIABILITY & ASSUMPTION OF RISKS AGREEMENT: HOLDER AGREES AND UNDERSTANDS THAT SKIING, SNOWBOARDING AND USING A SKI AREA, INCLUDING LIFTS, CAN BE HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.

WARNING: Under the law, the Holder of this pass assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from the ski area operator and its employees for any injury resulting from any of the inherent dangers and risks of skiing. Inherent dangers of skiing include, but are not limited to: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities. Other risks include avalanches, cliffs, extreme terrain, jumps, freestyle terrain, misloading, entanglements, or falls from ski lifts and the negligence of ski area employees. Holder is responsible for having the physical dexterity to safely load, ride and unload the lifts and must control speed and course at all times. Holder understands that snowmobiles, snowcats, and snowmaking may be encountered at any time.

HOLDER AGREES TO ASSUME ALL RISKS, inherent or otherwise. HOLDER AGREES NOT TO SUE and to hold the ski area and its employees harmless for claims to person or property. All claims will be governed by the law of the State or Province where the ski area is located and exclusive jurisdiction rests in the courts of that State or Province. Holder agrees to comply with the verbal instructions of ski area personnel and all posted signs, to remain alert to all hazards, and to act in a careful and prudent manner at all times. Ski area personnel may revoke Holder's access to the ski area if Holder engages in conduct that is improper, dangerous, or constitutes fraud or nuisance. USE OF THIS PASS IS AGREEMENT TO THE ABOVE.