



MOUNTAIN HIGH ADAPTIVE LESSON RELEASE

2023.2024

In consideration of the undersigned Participant being allowed to participate in any way in MOUNTAIN HIGH'S ADAPTIVE PROGRAM and any related events or activities, the Undersigned agrees and acknowledges as follows:

Name: _____ DOB _____ AGE _____

Assumption of Risk: As an identified participant and as a user of the Mountain High area and surrounding premises thereof, the user agrees and understands participation in the Adaptive Ski/Ride School Lessons in its various forms are considered alpine activities. User understands that **ALL** forms of alpine activities, including but not limited to **THE SPORT OF SNOW 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, snowmaking in progress, poles, ropes, posts, grooming vehicles, snowmobiles, manmade rails, other terrain apparatus, 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)

ADDITIONAL - Mountain Conditions

In addition to the above risks, each Participant understands and voluntarily accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other areas that may be exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS** anywhere upon Resorts premises but particularly so if Participant is in need of assistance for transportation or general mobility. Snow, ice, debris or other materials may be tracked indoors and may present additional DANGER. **PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF MOUNTAIN HIGH.** _____(Initial)

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE In consideration for being permitted to participate in Mountain High Adaptive Lessons at **Resort**, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE MOUNTAIN HIGH** for any injuries or property damage caused by or resulting from any access to **Resort** premises or by participation in any of Resorts activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF MOUNTAINS ALLEGED NEGLIGENCE.** _____(Initial)

NO WARRANTY FOR EQUIPMENT

Participant understands that **MOUNTAIN HIGH** may provide either standard non-adaptive snow sliding equipment and/or specialized adaptive snow-sliding equipment for Participant's use in winter activities at **Resort**, Other equipment may be provided for other recreational activities at **Resort**. Participant understands and agrees for themselves and their heirs, assigns and representatives, that although MOUNTAIN will endeavor to use their best judgment in the selection and provision of equipment for use by Participant, any and all such equipment is being **PROVIDED WITHOUT ANY WARRANTIES** by MOUNTAIN. Therefore, as an express condition of being allowed to engage in MOUNTAIN HIGH'S activities, Participant agrees for themselves and their heirs, assigns and representatives, to **RELEASE AND WAIVE** any and all claims for any actual or alleged **BREACH OF WARRANTY** against **MOUNTAIN HIGH, INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF THE ALLEGED NEGLIGENCE of MOUNTAIN HIGH.** _____(Initial)

AGREEMENT TO INDEMNIFY

Participant agrees for himself/herself and/or as guardian or legal representative, his/her heirs, assigns and representatives agrees **TO DEFEND, INDEMNIFY AND TO HOLD MOUNTAIN HIGH HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by participant or by any other person or organization on participant's behalf, including demands for damages, judgements, attorney fees and costs, loss of services or expenses, **TO THE FULLEST EXTENT OF THE LAW. I UNDERSTAND THAT**

THIS IS A LEGALLY BINDING CONTRACT and is intended to be a general release of liability that shall be construed as broadly as the law allows in favor of MOUNTAIN HIGH. I agree that any claim that I/we may bring against MOUNTAIN HIGH must be filed in the North District of the Los Angeles Superior Court, California. I/we understand that if any portion of this contract is held invalid, the balance shall remain in full legal force and effect. I have made no misrepresentations to persons or staff at Mountain High Reunited, LLC. Including, but not limited to, name or age. _____(Initial)

Release of Liability: To the fullest extent allowed by law, I as **PARTICIPANT** on behalf of myself and/or as the parent or guardian of the minor child participating identified herein, agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS , and RELEASE FROM LIABILITY** Mountain High Reunited, L.L.C., and promise not to bring a claim or suit against, its parent company, owners, officers, directors, agents, employees, and landowners for any personal injury, death, or property damage resulting from participation in the sporting activity or use of the resort facilities, whether caused by **NEGLIGENCE** or by any other reason. I understand that this release of liability applies for the entire 20/2024 Adaptive use season

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 PARTICIPATION IN ACTIVITIES ASSOCIATED WITH MOUNTAIN HIGH WINTER SPORT SCHOOL OR ANY OTHER ACTIVITIES AT OR ON MOUNTAIN HIGH RESORT PROPERTY.

I have read and understand the above statements and I do read/understand English. _____(Initial)

Signature of Participant _____ Date _____ Age _____

Signature of Parent, Guardian or Incapacitated Adult: if Participant is under 18 years of age and/or is known to have diminished capacity. The parent or legal guardian 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 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, 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.

_____ Date _____ Age _____

Sign Here as Parent/Guardian/Legal Representative

Additionally, I have the legal right and or permission of the legal parent to enter into this agreement on behalf of the minor child or incapacitated adult identified herein. _____(Initial)

Photo Release: 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 may appear. Undersigned agrees that the Released Parties may use at their discretion or for any commercial or marketing use without limitations or reservations.

COVID CONSIDERATION

COVID-19 ASSUMPTION OF RISK AND RELEASE OF LIABILITY:

Participant hereby voluntarily assumes the risk of becoming exposed to, contracting or transmitting COVID-19, including the risk of personal illness or death, in order to participate in snow sports activities and to use Mountain High's facilities. Participation in snow sports activities and the use of Mountain High's facilities is of personal value/choice to Participant, such that Participant accepts such risks and hereby agrees to release and discharge Mountain High Reunited LLC and its parent and affiliated companies, owners, employees agents, officers, directors, successors and landowners (collectively "MOUNTAIN HIGH") from any and all liabilities, damages, claims and actions arising from or related to the risk of COVID-19 exposure and infection, including, but not limited to, the risk of actual or alleged negligence by MOUNTAIN HIGH. _____(Initial)

Participant has read and understands the above warning concerning COVID-19., understands that per California and Los Angeles current Health order Masks are required to enter all indoor facilities at Mountain High.

Participant acknowledges that upon entering facilities that they are symptoms free from those associated with COVID. Do not participate if you have any symptoms and Mountain High has the right to refuse service to participant if any symptoms are present.

THE PARTICIPANT HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS REGARDING COVID-19, AND FREELY AND KNOWINGLY ASSUME THE RISKS RELATED TO COVID-19 AND TO WAIVE MY RIGHTS CONCERNING COVID-19 LIABILITY AS DESCRIBED ABOVE

_____ (Initial)



MOUNTAIN HIGH ADAPTIVE PROGRAM INTAKE SHEET (MEDICAL QUESTIONNAIRE)

In order to safely provide this service, Mountain High requests that you complete the following information. If you have any questions or concerns regarding your participation in the program, please email the program Supervisor at terry_bottorff@mthigh.com.

Y	N	Orthopedic	Details	Y	N	Medical/Psychological	Details
		Neurologic Symptoms				Allergies	
		Atlantoaxial Instability				Cardiac Conditions	
		Coxarthrosis				Physical Abuse	
		Cranial Defects				Emotional Abuse	
		Heterotopic Ossification				Blood Pressure Control	
		Joint Subluxation				Dangerous to self	
		Dislocations				Exacerbations of Medical	
		Pathologic Fractures				Conditions	
		Spinal joint Fusion				Hemophilia	
		Spinal Instability/abnormal				Medical Instability	
		Amputations				Migraines	
Y	N	Neurologic	Details			Peripheral Vascular Disease	
		Hydrocephalus/Shunt				Respiratory Compromise	
		Seizures Types				Recent Surgeries	
		Last six (6) months				Substance Abuse	
		Spina Bifida/Chiari II				Thought Control Disorders	
		Tethered Cord/Hydromyelia				Other	
Y	N	Other	Details			Wheel Chair	
		Indwelling Catheters				Self-transfer	
		Medical Equipment				Walker	
		Poor Endurance				Scooter	
		Skin Breakdown					
		Blood Thinners					
		Current Medications					
		Visual Impairment					

Given the diagnosis and medical information voluntarily provided, the participant is not precluded from participation in the adaptive program. I understand that Mountain High will weigh the medical information given against the existing industry standard precautions and contraindications. Therefore, I submit this information to the Program Administrators of Mountain High Resort with the understanding that this is an ongoing evaluation to determine eligibility for my participation. I understand certain medical conditions/diagnoses may require additional information from a personal health care provider.

Signature: _____

Date: _____

Print Name: _____

Relationship to Participant: _____

**MOUNTAIN HIGH REUNITED
ADAPTIVE STUDENT INTAKE SHEET**

Student Name: _____	Lesson Date: _____
Caregiver Name*:	Instructor:
Street Address: _____	City: _____
State: _____	Zip: _____
Contact Phone* _____	
E-mail Address: _____	

***Required Fields**

Type of Lesson: _____ Based on Need

Height: _____ Weight: _____ Age: _____

Date of Injury or Surgery (if applicable): _____ Disability* _____

Describe any limitations as it relates to Skiing or Snowboarding experience: _____

Medications*: _____ Reason for Medications*: _____

Secondary Issues: Vision _____ Hearing _____ Shunts _____

Seizures: Yes _____ No _____ If Yes Date of Last Seizure: _____

Seizures Controlled? _____ Yes _____ No

Known Secondary Considerations or Red Flags: _____

Other Balance Sports? _____ Type _____

Does student participate in other physical activities? _____

Hints for a successful lesson from parent or caregiver: _____

Other Information: _____

Every Reasonable attempt will be made to successfully accommodate you and your lesson.

EQUIPMENT RENTAL AGREEMENT

A. PARTICIPANT INFORMATION

PARTICIPANT NAME:

DATE OF BIRTH (MM/DD/YYYY):

CONTACT NUMBER:

ADDRESS:

CITY/STATE:

ZIP CODE:

B. RENTAL INFORMATION

ABILITY LEVEL:

AGE:

APPROXIMATE WEIGHT:

APPROXIMATE HEIGHT (EX. 5'4"):

BOOT/SHOE SIZE:

(USE MOST RECENT SHOE SIZE)

C. LEGAL INFORMATION

I accept for use AS IS any equipment provided to me or for my child and accept full responsibility for its care while it is in mine/our possession. I agree to release, forever discharge, Defend, Indemnify and Hold Harmless Mountain High Reunited, LLC. for all loss or any damage that may be caused to this equipment, except for reasonable wear and tear.

I/We understand that the binding system cannot guarantee the user's safety. In downhill or Alpine skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or even death, nor is it possible to predict every situation in which it will release. In snowboarding, snowblading and some other snow sliding devices, the binding system do not ordinarily release during use. These bindings are not designed to release as a result of forces generated during ordinary use.

I understand that accurately providing mine or my child's weight, height and ability helps ensure that the rental equipment is set based on this information I have provided in person or electronically. Further, it is understood that the information you provided is transferred to another system by Mountain High Reunited, LLC.'s staff in order to allow optimum on hill experience for both myself and the child identified herein. _____ (Initial)

I hereby Verify that the above is true and as close to the stated information as possible.

I have read and understood the above statements and I do read English. _____ (Initial)

Participant Name

Participant Signature

Date

