



**MOUNTAIN HIGH
ADAPTIVE LESSON RELEASE
2022.2023**

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 _____

PLEASE PRINT

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 SLIDING IN ITS VARIOUS FORMS**, (including the use of any snow sliding equipment; the use of Freestyle Parks, Terrain Features; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain, surface and sub surface conditions, falls, loss of control and collisions with other snow sliders or with natural and other man-made objects, and potential falls from or other accidents involving chairlifts or other forms of transportation that may be necessary for the conduct of **MOUNTAIN HIGH**. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS** whether they are marked or unmarked and whether or not the actual risk is known or unknown at the time of executing this **RELEASE** agreement, **INCLUDING THE RISK OF ANY NEGLIGENCE OF MOUNTAIN HIGH**.

ADDITIONAL - Mountain Conditions

In addition to the above risks, each Participant understands and voluntarily accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs, decks 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)

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 2022.2023 ski/board or Adaptive use season

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. I further agree that any claim that I may bring at any time for any reason against the releases be submitted to the jurisdiction of the Courts of Los Angeles County North District, and none other, and shall be governed by the Laws of the State of California. I have made no misrepresentations to persons or staff at Mountain High, including, but not limited to, name or age.

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.

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)