



MOUNTAIN HIGH'S ANNUAL CHARITY SANTA SUNDAY
RELEASE OF LIABILITY
DECEMBER 18, 2022

Guest Name Printed _____ Address _____ City _____ Zip _____

Age _____ If under 18-Parent or Guardian must sign below

Assumption of Risk: As an identified participant and as a user of the Mountain High Resort area and surrounding premises thereof, the user agrees and understands participation in all activities at Mountain High Resort 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 RESORT**. **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 RESORT**.

In addition to the above risks, Participant understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS** anywhere upon **Resorts'** premises **but particularly so if Participant needs assistance for transportation or general mobility**. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF MOUNTAIN HIGH.** (Initial _____)

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE In consideration for being permitted to participate in Mountain's Santa Charity Event at **Resort**, **PARTICIPANT VOLUNTARILY 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 _____)

As a condition of being permitted the use of this resort by means of a complimentary ticket of which I acknowledge receipt of, the use lifts and trails, and surrounding base area's, **I AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE** Mountain High Reunited, LLC., its parent company, owners, employees, agents, officers, directors, successors, assigns (hereinafter "MT. HIGH") and other landowners from any and all liability for personal injury, death or property damage, whether caused by **NEGLIGENCE** or any other reason to the fullest extent allowed by law. I **UNDERSTAND AND AGREE THAT THIS IS A LEGAL BINDING CONTRACT** and is intended to be a general release of liability construed as broadly as the law allows in favor of Mountain High I agree that any claim that I may bring be filed in the Courts of Los Angeles County, North District, California and shall be governed by the laws of the State of California. I understand and agree that if any portion of this contract is held invalid, the balance shall continue in full legal force and effect. (Initial _____)

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 THE USE OF A COMPLIMENTARY TICKET THAT HAS BEEN ISSUED TO ME.

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

NOTE THIS IS A **RELEASE OF LIABILITY**; DO NOT SIGN IT IF YOU DO NOT AGREE WITH ITS TERMS.

I **DECLARE** as parent/guardian of the minor child identified herein that I have the authority to enter into this agreement on behalf of said minor and on behalf of any other parent/guardian of said minor. I have read the **RELEASE**, and understand its contents, and agree on behalf of said minor and on my own behalf to the terms and conditions.

I Consent to use by Mountain High Reunited, LLC, any pictures (Video and print) for commercial purposes or otherwise, (or for my child) in connection with my or my child's activities at Mountain High Reunited, LLC. I also understand these photos or other materials are the sole property of the resort and may be used at their discretion. Additionally, I agree and understand I will not receive any compensation for their use wither now or in the future. _____ (Initial)

Signature of Participant _____ Date _____

Signature of Parent/Guardian _____ Date _____