



**MOUNTAIN HIGH RESORT:
FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT FOR
TUBING/SLEDDING & SNOWPLAY 2022-2023**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

I understand and **EXPRESSLY AGREE** to the fact that **TUBING, SNOW PLAY AND SLEDDING** and any related activities can be **EXTREMELY HAZARDOUS Winter activities** including, without limitation, the risks of **PERSONAL INJURY AND/OR DEATH** or property damage which could occur from participating in these activities and the risks of loading, riding and unloading the lifts including surface lifts, uneven terrain, collisions with natural, man-made and other objects or persons, and all of the other risks that are included in participation in outdoor activities in a mountain environment. I realize that the tube or sleds that are provided to me/us used to ride tubing or terrain provides; **NO DIRECTIONAL CONTROL** and/or **NO BRAKING OR STOPPING DEVICE**. I understand that such an activity includes **HAZARDS AND RISKS**, that the tube/sled is solely a user-controlled device, that the **TUBE/SLED MAY TIP OVER OR MAY LEAVE THE TUBING LANE**, and that **HIGH SPEEDS** may be reached, that injuries do occur and that, by my signature below, I **VOLUNTARILY ASSUME ALL RISKS** of any **INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS ACTIVITY AND AGREE TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS**. I also agree to remain alert and to act in a careful and prudent manner at all times to safeguard myself and others as much as possible. _____ (Initial)

I understand and agree that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THIS ACTIVITY**. I have made a **VOLUNTARY CHOICE** to participate in **TUBING/SLEDDING** and related activities for myself or allow my child(ren) to do so despite the risks that may present themselves. In consideration of **MOUNTAIN HIGH RESORT** making **TUBING/SLEDDING** and related activities available to me and/or my child(ren), I **EXPRESSLY AGREE** that I freely accept and voluntarily assume **ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage for myself and my child(ren) and **FULLY RELEASE MOUNTAIN HIGH REUNITED LLC.**, and its agents, employees, directors, officers, and landowner's **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from me or my child(ren)'s participation in this **ACTIVITY**, including any caused by **NEGLIGENCE**, condition on or about the premises and facilities or the operations of the resort including, but not limited to, grooming, snow making, lift operations other resort venues, while loading or unloading lifts including any surface lift, other tubers or any other activities related to **TUBING/SLEDDING or SNOWPLAY** and **ACCEPT FOR MYSELF FULL RESPONSIBILITY FOR ANY AND ALL** such damages or injury of any kind which may result **TO ME OR MY CHILD(REN)**. _____ (Initial)

In addition, the undersigned parent/guardian signing below represents to **MOUNTAIN HIGH RESORT** that they have the authority to enter into this contract on behalf of said **MINOR(S)** and on behalf of any other parent or guardian of said **MINOR(S)** and **AGREES TO DEFEND, INDEMNIFY** and **HOLD HARMLESS MOUNTAIN HIGH RESORT** from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even if caused by **NEGLIGENCE** and even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold **MOUNTAIN HIGH RESORT**, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property. _____ (Initial)

I, the undersigned, **HAVE READ AND UNDERSTAND**, the terms of the above Full Release from Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and in the event, I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me.

In exchange for, and in consideration of **MOUNTAIN HIGH RESORT** making the resort area available to me and my child(ren) for participation in the **ACTIVITY of TUBING/SLEDDING** in its various forms, I **CONTRACTUALLY AGREE** that any and all disputes between myself and **MOUNTAIN HIGH RESORT** arising from riding the lift and/or participating in mentioned activity (s) and including any claims for personal injury and/or death, attorneys fees and costs will be **GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF CALIFORNIA**, North District, Palmdale/Lancaster, in Los Angeles County.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING.

In addition to the above listed risks, each participant understands and voluntarily accepts that SURFACE CONDITIONS on roads, parking lots, decks, 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. PARTICIPANT FREELY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF Mountain High Reunited LLC.

TICKETS/PASSES

Tickets and or issued passes are not transferable, nor can they be resold. Each of the resorts facilities has the right to confiscate or revoke privilege. Tickets/passes DO NOT guarantee access, and released parties reserve the right to refuse or deny entry, at their sole discretion for Health and Safety Reasons.

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)

BE ADVISED

You are acknowledging that you have read and understood the contents of this Agreement in order to purchase a ticket that allows you access and participation in activities on the resort's property.

I do read and understand English and acknowledge the contents of this document. _____ (Initial)

THIS IS A RELEASE OF LIABILITY, YOU HAVE VOLUNTAIRLY ENTERED INTO THE ABOVE AGREEMENT/ACKNOWLEDGMENT AND AGREE TO THE CONTENTS HEREOF

DO NOT SIGN IT IF YOU DO NOT AGREE TO THE TERMS

Participant's Signature: _____

Print Name: _____ **Date** _____

MINOR

I, as parent/guardian of _____ a minor child, have the authority to enter into this agreement on behalf of the named minor. On behalf of the above-named person, who has been identified as a minor, I agree as parent/guardian of minor to be bound by all terms and conditions of this agreement, including to DEFEND, INDEMNIFY AND HOLD HARMLESS MOUNTAIN HIGH RESORT, LLC as set forth in above.

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|--|------------|------------------|-------------|
| Name of Parent/Guardian (Print) | Age | Signature | Date |
|--|------------|------------------|-------------|

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| Participant Name (Print) | Age | Height |
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