

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
FOR VOLUNTEER ACTIVITIES**

1. **WARNING:** The person participating in volunteer activities for Purgatory Recreation I, LLC and Purgatory Recreation Management, LLC, (jointly d/b/a "Purgatory Resort"), Sipapu Recreation Development, II, LLC, d/b/a Sipapu Ski & Summer Resort, Pajarito Recreation, LP, d/b/a Pajarito Mountain Ski Area, Arizona Snowbowl Resort, L.P., Hesperus Recreation I, LLC (d/b/a Hesperus Ski Area), Nordic Valley Recreation, LP, and/or all of their affiliates (collectively the "Company") is referred to herein as "Volunteer" and **INCLUDES** both adults and minors serving as Volunteers for the Company or any other entity using Company property, locations or facilities, or the property, locations or facilities of others. I understand and agree that **skiing, snowboarding, tubing, Ski/Ride School participation, competitions, demonstrations, coaching, assisting adaptive skiers, helping at special events, being present in a mountain environment and any other uses of Company facilities, both summer and winter, or at other locations or during travel to and from volunteering activities**, or using equipment of the Company, and/or any other resort or facility that may be accessed in connection with volunteering activities or by use of a pass product purchased or provided by or for Volunteer from any one or more of the above named Company resorts, at any venue as may be utilized for Volunteer activities (each hereinafter an "Activity") can be **HAZARDOUS AND LEAD TO INJURY OR DEATH. I understand and agree that Volunteer will not be permitted to take part in any Activity unless this Warning, Assumption of Risk, Release of Liability, and Indemnification Agreement ("Agreement") is fully executed.**

2. **ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:** In consideration of being permitted to be a Volunteer in the Activity for the Company, I hereby acknowledge, represent and agree as follows:

A. I volunteer to assist with the various activities at the Company. I understand that my assisting/volunteering may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from the risks of the Activity, my own actions, inactions or negligence and/or the actions, inactions or negligence of others, condition of the premises, weather conditions, or condition of any of the equipment used for the Activity. There will also be other **risks not known or not reasonably foreseeable.**

B. Activity shall include any activity or work performed by Volunteer for the Company, **INCLUDING BUT NOT LIMITED TO** both summer and winter activities such as skiing, biking and mountain activities, trail work, brush and timber clearing assistance, assisting participants and guests, guest services, ticket checking, guiding guests, working with lift lines, loading and unloading of guests, directing patrons/vehicles during parking, hosting, bussing and cleaning activities, course taping and setting, signage, etcetera and such activities will include standing, bending, walking, lifting, skiing, riding, biking and other physical exertion, both indoors and outdoors. I understand that the Activity is or may be **DANGEROUS** and does involve risks. I further **ACKNOWLEDGE** that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, death and property loss or damage.

C. I further agree and understand that risks associated with the Activity, while skiing or biking, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles; slick or uneven walking surfaces; covered surfaces; rugged mountainous terrain, and high altitude. Pursuant to Colorado, Arizona and New Mexico law, I assume responsibility for maintaining control at all times while engaging in the Activity. I agree that I am responsible for reading, understanding and complying with all signage, including instructions on use of lifts, and that I must have the physical dexterity and knowledge to safely load, ride, unload the lifts and ride the terrain and **TO PROVIDE FOR THE SAFETY OF ANY** resort guest in my care and my own safety. I assume the risks of riding the lifts and engaging in the Activity accessible from the lifts.

D. I acknowledge that I have been advised that trucks, maintenance vehicles, snowmobiles, snowmaking, and snow grooming equipment may be encountered at any time. I recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the Activity. I also acknowledge **THE RISKS ARE INCREASED** when I am assisting a guest. **RECOGNIZING THESE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY.**

E. By **SIGNING** this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby **ASSUME ALL** risks of injury, death, loss or damage to me or to any third party arising out of or in any way related to the above-described Activity and/or my role as a Volunteer, whether or not caused by the act, omission, **NEGLIGENCE, BREACH OF STATUTE OR CONTRACT OR OTHER** fault of the Company, its officers or employees, or by any other cause.

F. In consideration of being allowed to be a Volunteer and use ski area facilities (summer and winter), I agree to **ASSUME ALL RISKS** associated with participation in the Activity. Additionally, I agree to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY THE COMPANY**, its affiliated organizations and companies, the United States, and all of their respective agencies, insurance carriers, agents, employees, representatives, assignees, officers, directors, lessors, and shareholders, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), athletes, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (each hereinafter a "**RELEASED PARTY**") for **ANY AND ALL LIABILITIES and/or CLAIMS** for personal injury or death to persons or damage to property arising from the Volunteer's engagement in the Activity or as a Volunteer, including traveling to or from any Activity location, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE, BREACH of any express or implied CONTRACT OR WARRANTY OR OF ANY STATUTE** and **INCLUDING** from any claim from any **participant in the Activity** under my supervision who claims injuries or damages from the Activity or my conduct as a Volunteer.

G. Volunteer agrees to take full legal responsibility for any personal injury or loss, including death, which Volunteer or any participant in Volunteer's care may suffer, arising in whole or in part out of the Activity. By signing this release, Volunteer **AGREES NOT TO SUE** any **RELEASED PARTY** and agrees that **Volunteer is releasing any right to make a claim or file a lawsuit against any RELEASED PARTY.** Volunteer further **AGREES TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all claims arising in whole or in part from Volunteer's participation in the Activity. This

includes the **AGREEMENT** to pay all costs, judgments, settlements and attorney fees incurred by any **RELEASED PARTY** in defending a claim or suit brought in relation to Volunteer's participation in the Activity.

H. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, Volunteer hereby acknowledges and agrees that this **AGREEMENT** is intended to be as broad and inclusive as permitted by law. If any portion of this **AGREEMENT** is held to be invalid, it is acknowledged and agreed that the remainder of this **AGREEMENT** shall continue in full force and effect.

I. In consideration of being able to participate in the **ACTIVITY**, Volunteer agrees that **ANY AND ALL CLAIMS** for property damage, personal injury and/or death shall be **GOVERNED BY THE LAWS OF THE STATE IN WHICH THE VOLUNTEER IS VOLUNTEERING OR USING A PASS PRODUCT FROM THE COMPANY** at the time any injury, death or other claim arises and **EXCLUSIVE JURISDICTION** of any claim or lawsuit shall be in the **STATE DISTRICT COURT OF THE COUNTY WHERE** the accident, injury, death or other **CLAIM OCCURRED**.

J. Volunteer gives the Company permission to take and use photographs, video recordings, or movies of Volunteer taken during an Activity and use and sublicense such material for any purpose in promoting the Company in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

K. This **AGREEMENT** shall be effective as of the date set forth below and shall be binding upon Volunteer, successors, heirs, representatives and assigns until revoked by Volunteer in writing and counter signed by an authorized representative of **THE COMPANY**.

3. **DISCLAIMER OF EMPLOYMENT.** Volunteer acknowledges and agrees that he or she is not legally or morally obligated to work at the Company, and that such effort is not undertaken by Volunteer to help or protect his or her own personal interests. Volunteer agrees to give his or her services as a Volunteer without any express or implied promise of compensation of any kind by any Released Party. As a result, while engaged in the performance of services related to the Activity, the Volunteer **SHALL NOT BE AN EMPLOYEE OF ANY RELEASED PARTY** for any purpose whatsoever. Volunteer shall not be paid or compensated for any services performed related to the Activity.

4. **NO WORKER'S COMPENSATION COVERAGE.** Volunteer understands, acknowledges and agrees that he or she **WILL NOT BE COVERED** by **THE COMPANY'S WORKER'S COMPENSATION INSURANCE** while engaged in the performance of volunteer services. **VOLUNTEER, BOTH ADULT AND MINOR, SHOULD OBTAIN THEIR OWN LIFE, ACCIDENT AND HEALTH INSURANCE PRIOR TO ANY PARTICIPATION AS A VOLUNTEER UNDER THIS AGREEMENT.**

5. **IF VOLUNTEER IS UNDER THE AGE OF 18 YEARS, PARENT OR GUARDIAN MUST SIGN ON BEHALF OF VOLUNTEER.** In the case of a minor, the undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of the minor and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, **by signing this release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have and agrees to DEFEND and INDEMNIFY** the Released Party from any claim on **BEHALF** of the themselves or the **MINOR**, including after attaining majority, and including all Released Party's attorney fees, costs, settlements or judgments. The undersigned parent or legal guardian agrees that, but for their signing this Agreement, the minor would not be permitted to participate in the Activity. By signing this Agreement as the parent or guardian of a minor, you represent that you are the **legal** parent or guardian of the minor and have authority to sign on behalf of all parents and legal guardians of the minor. **FURTHER, EVERY REFERENCE TO VOLUNTEER AGREEING TO THE TERMS OF THIS AGREEMENT CONTAINED IN THIS AGREEMENT INCLUDES BOTH THE PARENT OF ANY MINOR SIGNING THIS AGREEMENT ON THE MINOR'S BEHALF AND THE MINOR VOLUNTEER.**

THIS IS A CONTRACT. DON'T SIGN IT IF YOU DON'T UNDERSTAND IT. IT IS A FULL RELEASE, WHICH MEANS YOU CAN'T SUE IF HURT. IT IS AN INDEMNITY CONTRACT, WHICH MEANS IF YOU BREAK THIS CONTRACT AND SUE, YOU WOULD HAVE TO PAY THE COMPANY'S ATTORNEYS FEES AND COSTS AS WELL AS ALL OTHER MONEY EXPENSES. IF YOU DON'T WANT TO VOLUNTEER AND/OR RECEIVE A PASS, YOU CAN NOT VOLUNTEER OR PAY REGULAR DAILY TICKET RATES FOR THE ACTIVITY.

IN WITNESS WHEREOF, I AFFIRM THAT I AM OVER THE AGE OF 18 and have executed this **AGREEMENT** as my free and voluntary act on the date set forth below.

VOLUNTEER SIGNATURE AND DATE:

VOLUNTEER: _____

PRINT NAME AND DATE: _____

PARENT RELEASE FOR MINOR VOLUNTEER:

By my signature below, I acknowledge that I am the parent or legal guardian of the above-named minor Volunteer, that I have the authority to sign on behalf of the minor and any other parent or guardian, that I have read and fully understand the foregoing **AGREEMENT AND AM AGREEING TO ALL ITS TERMS FOR MYSELF AND THE MINOR**, and that I hereby **waive and release any prospective claim** of myself or the minor Volunteer against **ALL RELEASED PARTYs** as stated and **AGREE TO ALL TERMS** in the Agreement.

PARENT: _____ DATE OF SIGNATURE: _____