

BEAR VALLEY TEAM RELEASE

Express Assumption of Risk, Release, Indemnification and Covenant Not to Sue Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration for the services of the Bear Valley Teams (Race/ Development/ Freeride or "Team") through Bear Valley Alpine Ski Company, LLC (dba Bear Valley Mountain), their owners, officers, agents, employees, and all other persons or entities officially connected with the Bear Valley Team programs (hereinafter collectively referred to as "Bear Valley"), I, on behalf of myself and as the parent or guardian of the minor child participating on the Bear Valley Team, and our heirs, agree as follows:

I understand and am aware that skiing, snowboarding, racing and other snowplay and winter sports activities, including, among others, walking on slick or icy surfaces, training, spectating, and minor child's use of chair lifts either alone, with other guests or other children (referred to herein as "Activities"), are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISK of injury to any and all parts of the body and property damage. Participating on ski race teams, ski racing and training for ski racing are even more dangerous and increase the risks associated with skiing. Risks of Activities, include, but are not limited to: skiing/snowboarding on unfamiliar courses and runs, traveling to/from ski/race events, variations in snow, terrain, and weather conditions, ice and icy conditions, avalanches and rock slides, moguls, rocks, trees, tree wells and other forms of forest growth or debris (above and below the surface), bare spots, race gates, race poles, race course fencing, lift towers, cables, utility lines, snowmaking and snow grooming equipment and component parts, and other natural or man-made objects. There is also a risk of collision with such natural or man-made objects, including snow grooming equipment and snowmobiles, as well as with other participants, support personnel and spectators in the Activities. I further understand that injuries in the sport are a COMMON AND ORDINARY OCCURRENCE, and I have made a voluntary choice for the minor child listed below to ACCEPT AND ASSUME ALL RISKS OF INJURY, DEATH, OR PROPERTY LOSS resulting from any cause or arising out of participation in the Activities, including any injury or death resulting in any way from the NEGLIGENCE of Bear Valley.

I understand and agree that participation in the Activities must be performed responsibly and under control and to abide by National Ski Areas Association's ("NSAA") "Your Responsibility Code" ("The Code"), a widely known and accepted code of conduct for the slopes that has been in use by ski areas for approximately 30 years.

- Always stay in control, and be able to stop or avoid other people or objects.
- People ahead of you have the right of way. It is your responsibility to avoid them.
- You must not stop where you obstruct a trail, or are not visible from above.
- Whenever starting downhill or merging into a trail, look uphill and yield to others.
- Always use devices to help prevent runaway equipment.
- Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
- Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

All signage must be read, understood and complied with by all participants in Activities. I also understand and represent that my minor child/children possess the necessary skills and physical ability to participate in Activities and to be a member of a Bear Valley Team in such a manner that they will not endanger themselves or others through such participation. I understand that participation in the Activities will include skiing/boarding/riding in ALL areas within the hard boundary areas of Bear Valley and not just in areas specifically designated as race terrain.

Bear Valley and NSAA promote the use of helmets. We urge skiers and riders to wear a helmet – but to ski or ride as if they are not wearing a helmet. Bear Valley and NSAA view skiing and boarding in a controlled and responsible manner – not helmets only – as the primary safety consideration for all skiers and boarders. *A skier's behavior has as much or more to do with the safety of the sport as does any piece of equipment.* The key safety message that NSAA and its member resorts communicate to skiers and boarders is adherence to "The Code". One of the main tenets of "The Code" is always stay in control. NSAA considers responsible and safe skiing and riding as the number one priority and helmet use as an important priority.

...Continued on Page 2.

BEAR VALLEY TEAM RELEASE (cont'd)

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To the fullest extent allowed by law, I agree to RELEASE LIABILITY, INDEMNIFY, HOLD HARMLESS Bear Valley and the United States Department of Agriculture Forest Service with regard to any and all liability on account of, or in any way resulting from, personal injuries, death or property damage even if caused by NEGLIGENCE, in any way connected with this Activity AND NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES.

I recognize that medical or dental care may be necessary for the minor child. I authorize Bear Valley to render first aid and to call for medical or dental care for the child if, in the opinion of Bear Valley, medical or dental care is needed. I agree to pay for the expenses and costs associated with such care and related transportation.

I understand and agree that this Agreement is governed by, and intended to be as broad and inclusive as is permitted by, California law. If any portion is held invalid, pursuant to California law, the balance shall continue in full legal force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made.

BEAR VALLEY TEAM ID/SEASON PASSES ARE NOT-REFUNDABLE OR EXCHANGEABLE UNDER ANY CIRCUMSTANCES, including but not limited to: no snow, never used, injury, surgery, broken bones, financial hardship, moving out of state, moving out of country, traveling, going to school, changed your mind, better offer came along, sudden dislike for Bear Valley and their staff, sickness or scanning. If I forget my season pass I understand that I may purchase a replacement ticket for \$5 for that day. I understand that if my pass is lost or stolen, there will be a \$25 reinstatement processing charge.

If you do not understand that this pass is not-refundable then DO NOT PURCHASE this pass.

Please initial that you understand this non-refund policy x_____

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTAND AND ACCEPT EACH OF THE ABOVE PROVISIONS, AND VOLUNTARILY SIGN THIS AGREEMENT.

Dated: _____
(Signature of Team Member #1)

Dated: _____
(Signature of Team Member #2)

Dated: _____
(Signature of Parent or Guardian)