

**MAMMOTH RESORTS**  
**Release of Liability and Indemnity Agreement**  
NICA | SEPTEMBER-OCTOBER 2022

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

**READ CAREFULLY BEFORE SIGNING – THIS LIMITS YOUR LEGAL RIGHTS**

I understand that the sports of skiing, snowboarding, tubing, snowmobiling, road or mountain biking, hiking, climbing, via feratta, and other recreational activities (the "Sports and Activities") associated with this event (hereafter "Event") can be dangerous and involve the risk of injury (including death) and property damage. Despite the risk involved in the Sports and Activities and in consideration of the right to participate in the Event, I VOLUNTARILY AGREE ON BEHALF OF MYSELF AND ANY MINOR CHILD OR DEPENDENT IDENTIFIED HEREIN TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, which might be associated with participation in the Event and in the Sports and the Activities at Mammoth Mountain Ski Area, June Mountain Ski Area, or any other place where the Event may occur.

I understand this release is intended to cover all recreational, instructional, and related activities in which I/the minor may participate in connection with the Event. I understand that participation in the Sport and the Activities involves risks which are too numerous to spell out, but include, without limitation, variations in terrain and snow conditions, surface and subsurface snow conditions, icy or firm snow, thin snow cover, bare spots, bumps, erosion control devices, rocks, cliffs, rock fall, avalanches and all other slope hazards and obstacles, whether marked or unmarked. I also understand that participation in the Sport and the Activities and/or Event involves risks posed by loss of control, collisions with others, and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, climbing equipment, obstacles, over-snow vehicles, and other vehicles. Personnel may give inadequate warnings or instructions, and the equipment being used might malfunction. Snowmobile engines and other equipment discharge exhaust which contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Other risks include the risks associated with loading, riding, and unloading ski lifts and using terrain parks, half pipes, rails and other features, using transportation, walking in lodges and parking lots, using the buildings and premises, traveling in the mountains and beyond the ski area boundary, and participating in lessons, races and special events (collectively, "Use of the Facilities").

Further, to the fullest extent permissible under law, I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY MAMMOTH MOUNTAIN SKI AREA, LLC, ALTERRA MOUNTAIN COMPANY, THE UNITED STATES DEPARTMENT OF AGRICULTURE, UNITED STATES FOREST SERVICE, AND THEIR OWNERS, EMPLOYEES, AGENTS, LANDOWNERS, SPONSORS, AND AFFILIATED COMPANIES (hereafter collectively referred to as "Mammoth") for any damage, injury (including death) and/or property damage to me (or, if signing on behalf of my minor child, my child) arising from participation in the Event or the Use of the Facilities, regardless of cause, including Mammoth's actual and/or alleged NEGLIGENCE.

I understand this is a RELEASE OF LIABILITY, which will prevent me and my heirs from filing suit or making any claim for damages in the event of injury or death to me/my minor child. Additionally, in the event I, my heirs, the user, or my legal representative files a lawsuit arising out of my/my minor child's participation in the Event or Use of the Facilities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Mammoth for and from any damages, attorneys' fees and costs associated with or arising out of such a lawsuit. With the aforesaid fully understood, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me and my heirs, assigns, and legal representatives. I also agree to indemnify Mammoth for any and all claims brought by any third-party, which arise from the participant's or my participation in the Sports and Activities, Event, and/or Use of the Facilities.

If I am signing this Liability Release on behalf of a minor (less than 18 years of age): I represent and warrant that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child; I accept responsibility for all of the Child's medical expenses incurred in connection with the Event and the Use of the Facilities; I agree to indemnify Mammoth for any and all claims brought by the Child; and, I agree to indemnify Mammoth for any and all claims brought by a third-party arising in connection with the Child's participation in the Sports and Activities, Event, and/or Use of the Facilities.

I understand and agree that this agreement is severable and that if any clause is found to be invalid the balance of this contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Mono, State of California. Any disputes will be subject to and determined under the laws of the State of California, without regard to its choice of laws provisions.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE \_\_\_\_\_

Parent/Guardian: I verify that I am the parent/guardian of the minor. I have authority to enter this agreement on behalf of the minor. I agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ RELATION \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

**THIS IS A RELEASE OF LIABILITY - DO NOT SIGN IT IF YOU DO NOT AGREE TO BE BOUND BY ITS TERMS**