

LOVELAND SKI AREA
2016/2017 SEASON PASS AGREEMENT

Read Carefully. This is a release of liability and waiver of legal rights.

1. Definitions. The person for whom this season pass is purchased shall be referred to hereinafter as "Holder". The "Undersigned" means only the Holder when the Holder is age 18 or older OR it means both the Holder and the Holder's parent or legal guardian when the Holder is under the age of 18. "Released Parties" means Clear Creek Skiing Corp. d/b/a Loveland Ski Area, and its affiliates, parents, subsidiaries, successors in interest, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders; and the U.S. Forrest Service. The "Activity" means skiing, snowboarding, and using the ski area facilities and lifts for any purpose.

2. Assumption of Risks and Dangers. The Undersigned understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; tree immersion; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR HOLDER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. Duties of Holder and Use of Pass. The Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is responsible for reading, understanding and complying with all signage. Holder acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Holder may use the ski lifts without an adult present. Holder acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Holder understands that entering or skiing in a "CLOSED" area is illegal. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where in its sole judgment the Holder: (a) acts in any manner that endangers or may endanger the safety of Holder or any other person; (b) violates the law; (c) provides ski lessons or related services for compensation without express authorization; or (d) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is NOT TRANSFERABLE and CANNOT BE RESOLD. The pass may be confiscated with no re-issue, if in the sole judgment of the ski area operator it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. The Holder acknowledges his/her affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

4. Release and Indemnification: In consideration of the Holder being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Holder's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may have or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Holder's participation in the Activity.

5. Minor Acknowledgment. By signing this Agreement without a parent or legal guardian's signature, Holder, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Holder, signing adults represent that they are a legal parent or guardian of the minor Holder.

6. Medical Care. Undersigned authorize the Released Parties to call for medical care for Holder or to transport Holder to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous. The Undersigned agree: (a) Holder will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Clear Creek County, Colorado; and (c) this agreement shall be binding for the duration of the ski season and upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Holder

Signature of Holder Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1 Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2 Date

Address

Telephone

Emergency Contact: Printed Name/Relation Telephone