

**CSIA CALIFORNIA SNOW GOLD PASS
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

THIS IS A LEGALLY BINDING DOCUMENT, CAREFULLY READ AND UNDERSTAND IT BEFORE SIGNING

I, _____ (PRINT FULL NAME OF PASS HOLDER), **HEREBY ACKNOWLEDGE** that I have voluntarily applied to purchase a California Ski Industry Association ("CSIA") California Snow Gold Pass ("Pass") in order to participate in winter snow sports and related activities at the participating areas set forth below.

The Participating Areas include the following:

Alpine Meadows Ski Area	Homewood Mountain Resort	Northstar-at-Tahoe	Soda Springs Winter Resort
Bear Mountain Resort	June Mountain Resort	Northstar-at-Tahoe Cross-County	Squaw Valley Ski Corp.
Bear Valley Cross-Country	Kirkwood Cross-Country Ski Area	Royal Gorge Cross-Country Ski	Sugar Bowl Ski Resort
Bear Valley Mountain Resort	Kirkwood Mountain Resort	Resort	Tahoe Cross-Country
Boreal Mountain Resort	Mammoth Mountain Ski Area	Sierra Summit Mountain Resort	Tahoe Donner Downhill Ski Area
Diamond Peak Ski Resort	Mountain High Resort	Sierra-at-Tahoe Snowsports Resort	Tamarack Lodge Resort
Dodge Ridge Wintersports Area	Mt. Rose Ski Tahoe	Snow Summit Mountain Resort	Yosemite's Badger Pas
Heavenly Mountain Resort	Mt. Shasta Ski Park	Snow Valley Mountain Sports Park	

By signing this Release of Liability and Indemnity Agreement, I, my child, and the user of the Pass (collectively, "I" or "my") acknowledge that I have chosen to participate in winter sports activities and/or other recreational activities, including, but is not limited to, alpine skiing, snowboarding, Nordic skiing, telemark skiing, snow tubing, ice skating, and all forms of winter recreation available to pass holders through the Participating Areas listed above (collectively, the "sport"). I understand that my participation in the sport poses inherent and other risks of INJURY and DEATH to me. I understand that participation in the sport involves risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches and all other slope hazards and obstacles. I also understand that participation in the sport involves risks posed by loss of control, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. Other risks include the risks associated with loading, riding, and unloading ski lifts and using terrain parks, half pipes, rails and other features, using mountain transportation, walking in lodges and parking lots, traveling in the mountains and beyond the ski area boundary, and participating in lessons, races and special events (collectively, "use of the facilities"). Despite the foregoing risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** which might be associated with or arise out of my participation in the sport or use of the facilities.

In consideration for being permitted to participate in the sport and to use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** the Participating Areas, CSIA, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies and ski areas (collectively herein, the "Participating Areas") for injury or death resulting from my participation or my child's participation in the sport or use of the facilities, regardless of the cause, including the alleged NEGLIGENCE of the Participating Areas. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE PARTICIPATING AREAS** for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my participation in the sport or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the sport or use the facilities at the Participating Areas. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. I further agree to inform and discuss with any user of this Pass that he/she is bound by all terms of this Agreement. Additionally, in the event I, the user, or any legal representative files a claim or a lawsuit arising out of my or the user's participation in the sport or the use of the facilities at the Participating Areas, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Participating Areas for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into it freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns, my legal representatives, and the user of the pass.

I AGREE to abide by all county ordinances, state and federal laws, and policies, which exist or are contained on the Participating Areas' lift tickets or are posted at the Participating Areas. I also agree to familiarize myself with and to follow the applicable Skier's Responsibility Code. If any provision of this Agreement is held invalid, I agree that the balance of the agreement will be held in full force and effect and will be valid and enforceable. I also agree that if any suit is filed arising out of the use of the Pass, it will be filed in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

WITH ALL OF THE ABOVE FULLY UNDERSTOOD, I enter into this agreement freely and voluntarily.

SIGNATURE OF PASS HOLDER _____ DATE _____

Prospective pass holders under the age of 18 years are required to have a parent or legal guardian read and also sign, so verifying that both the parent/legal guardian and his/her child have read, understand, and agree to comply with this agreement.

PRINT NAME OF PARENT/LEGAL GUARDIAN _____ RELATION _____

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ DATE _____