



For Office Use Only

[illegible]



6. I acknowledge that this **AGREEMENT** will prevent the **RELEASORS** from filing suit or making any claim for damages in the event of injury or death arising from the **RELEASORS'** participation in the **SPORTS** or **USE OF THE FACILITIES**. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply whenever the **RELEASORS** participate in the **SPORTS** or engage in **USE OF THE FACILITIES**. I understand and agree that each time I use my **PASS**, or anyone for whom I have executed this agreement uses his or her **PASS**, that use will constitute a renewal and reaffirmation of my and the user's acceptance of this **AGREEMENT**. **FURTHER, I UNDERSTAND AND AGREE THAT IF I RENEW OR PURCHASE A PASS FOR MYSELF OR FOR MY CHILD AT ANY POINT IN THE FUTURE, THIS SIGNED AGREEMENT WILL BE VALID AND BINDING UPON ME AND/OR MY CHILD.**

7. In the event any of the **RELEASORS** or any of their legal representatives file a claim or a lawsuit arising out of any of the **RELEASOR'S** participation in the **SPORTS** or the **USE OF THE FACILITIES**, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MAMMOTH** from and against any damages, attorney's fees or costs arising out of such a claim or a lawsuit. Additionally, I **AGREE** that this **AGREEMENT** will be admissible into evidence.

8. **I AGREE** that if **MAMMOTH** Management, Ski Patrol or Hill Safety believes that my behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke my **PASS** without my having any right of refund or reimbursement.

9. **I AGREE** that the **PASS** is non-assignable, non-refundable and cannot be transferred to another person or time period beyond the terms of the **PASS**. There are no exceptions, other than those available if Pass Protection is separately purchased. Use of my **PASS** by anyone other than me shall constitute fraud and will result in the immediate loss of all related privileges without compensation and may result in criminal prosecution.

10. **I AGREE** that if I travel beyond a resort boundary, I assume all risks associated with backcountry travel, including the risk of avalanches. **I AGREE** that I may be charged for any rescue, if available, beyond a resort boundary.

11. **I AGREE** to read and follow each and every rule stated in Your Responsibility Code, Cross Country Responsibility Code, Freestyle Terrain Users' Responsibilities, and sections 602(r) and 653i of the California Penal Code, as applicable.

12. **I AGREE** to grant to **MAMMOTH** and its advertising and promotion agencies the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my image and/or performance captured at any **MAMMOTH**-operated location. I further **AGREE** that personal information submitted to **MAMMOTH**, including name, mailing address, phone number, and email address, may be collected, processed, stored and used by **MAMMOTH** for the purposes of marketing **MAMMOTH's** products and services to me, including contacting me by email and/or by telephone, including via automated pre-recorded message. All personal information collected is subject to **MAMMOTH'S** Privacy Policy, available at www.mammothmountain.com/privacy.

13. In executing this **AGREEMENT**, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself and/or on behalf of persons for whom I have authority to execute. In the event that I execute this **AGREEMENT** on behalf of another person, and in the event that the other person brings a claim against **MAMMOTH**, **I AGREE** to defend, indemnify and hold harmless **MAMMOTH** as fully set forth in Paragraph 7 above.

14. **I ACKNOWLEDGE** that this **AGREEMENT** is binding upon me and/or any person on behalf of whom I am executing, my heirs, assigns and legal representatives. I acknowledge that this **AGREEMENT** is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the **AGREEMENT** will remain in effect and will be enforceable. I agree that any action arising under this **AGREEMENT** will be brought in a court of competent jurisdiction in the State of California. This **AGREEMENT** will be subject to and interpreted under the laws of the State of California.

THIS IS A BINDING AGREEMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature of Participant _____ Date _____

Participants under the age of 18 years are required to have at least one parent or legal guardian read and sign.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/ Legal Guardian _____ Date _____