



**MT. HOOD MEADOWS
CONTRACT OF RELEASE AND INDEMNIFICATION**

Please read carefully! This is a release of liability and waiver of certain legal rights.

The purchaser, holder and/or user of this Pass or any person named on the Pass application ("Participant") understands that skiing, snowboarding and other winter activities ("Skiing") can be hazardous and that injuries are common when participating in such activities. Participant accepts and assumes the risks associated with Skiing, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, avalanches, rocks, stumps, the use of lifts, collisions with natural or man-made objects or other persons, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, and exceeding one's ability. Participant hereby freely and expressly assumes any and all risk of property damage, injury, and death associated with Skiing.

In consideration for lift access and the use of any other area facilities and premises, Participant hereby agrees to release, hold harmless, and indemnify Mt. Hood Meadows and Cooper Spur Mountain Resort and their owners, partners, employees, directors, officers, agents, affiliates and related entities ("Meadows") from any and all claims for ordinary negligence by or on behalf of Participant against Meadows arising directly or indirectly out of Participant's use of this Pass and/or the area facilities and premises. Participant also agrees to indemnify (including costs and attorney's fees) Meadows for any claim brought on behalf of a minor named on this Pass application.

Participant understands that, instead of entering into this agreement, Participant may purchase a season pass at a higher price or purchase a day ticket.

Participant also understands that, instead of entering into this agreement, Participant is free to go Skiing at Meadows without using any ski area lifts or other uphill conveyances, subject to any applicable rules of use.

Participant agrees that any suit or action arising directly or indirectly out of Participant's use of this Pass, the area facilities and premises, and/or this agreement shall be brought in Clackamas County, Oregon.

This release is effective on the date Participant signs the Pass application (or on the first day of the season in which the Pass is issued, whichever is earlier) and continues in effect for each year thereafter in which Participant purchases, renews, holds and/or uses a Pass at Meadows.

All participants named on this application must read and sign the application. Participants under 18 require the signature of a parent or legal guardian (please refer to indemnification language in contract).

I have read and accept the Mt. Hood Meadows contract of release and indemnification.

Parent/Legal Guardian Signature Date Date of Birth

Print Name of Parent of Legal Guardian (if any Participant is under 18)

Participant Signature Date Date of Birth

Print Participant Name

Participant Signature Date Date of Birth

Print Participant Name

Participant Signature Date Date of Birth

Print Participant Name

Participant Signature Date Date of Birth

Print Participant Name

Participant Signature Date Date of Birth

Print Participant Name

I Decline. I would rather opt out of the Liability Terms at a higher price (\$100).

Printed Name of Declining Passholder

Date

Initial Box

If the choice is made to decline the Release of Liability Agreement, the price of the pass will include an additional fee of \$100 per pass.