

**2022-2023 Winter Activities Day Pass Agreement
Assumption of Risk, Release of Liability, and Indemnification**

**PLEASE READ CAREFULLY BEFORE SIGNING
This Agreement Affects Your Legal Rights**

In consideration for purchasing a Lift Ticket, and as a condition of being permitted to use Andes Tower Hills, inc. premises and facilities, including for Alpine Skiing, Snowboarding, Nordic Skiing, Snow Biking, and/or Fat Tire Biking (the "Activities"), the individual(s) named below (referred to as "I" or "me") agree to all of the terms and conditions set forth in this Agreement.

- 1) EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES ARE DANGEROUS** and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects (including, without limitation, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, lift equipment and towers, rope tows, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering marked and unmarked terrain features (including, without limitation, snowmaking mounds, moguls, jumps, ramps, half-pipes, rails, boxes, and other freestyle and terrain park features); encountering ice, bare spots, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a lift (including, without limitation, misloading, being struck by a chairlift, becoming entangled with equipment, and falling from a chairlift); and possible equipment failure and/or malfunction, including lift equipment and my own or rented or borrowed equipment. **I ACKNOWLEDGE AND ACCEPT** that ANDES TOWER HILLS, INC. has no duty to protect me from the above risks or any other risks inherent to the Activities. **I UNDERSTAND AND ACCEPT** that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain thereby.
- 2) RELEASE OF LIABILITY: I AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS** against ANDES TOWER HILLS, INC. including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (collectively, the "Releasees"), for any personal injury, disability, death, or property damage I may sustain in relation to my use of ANDES TOWER HILLS, INC. premises and facilities or my participation in the Activities, resulting or arising from **ANY NEGLIGENT ACT OR OMISSION** of the Releasees. I promise not to make or bring any such claim against the Releasees and **FOREVER RELEASE AND DISCHARGE** the Releasees from liability under any such claims.
- 3) INDEMNIFICATION: I AGREE TO DEFEND, INDEMNIFY, AND HOLD THE RELEASEES HARMLESS** against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees), incurred by or awarded against the Releasees, arising out or resulting from any claim brought by or on behalf of myself as well as any third-party claim related to my use of ANDES TOWER HILLS, INC. premises and facilities or my participation in the Activities, including any claim related to my or the Releasees' negligence.
- 4) MY RESPONSIBILITIES: I AGREE** to follow and be bound by "YOUR RESPONSIBILITY CODE," promulgated by the National Ski Areas Association and posted at ANDES TOWER HILLS, INC.
- 5) MISCELLANEOUS PROVISIONS:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Douglas County, Minnesota.

PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Name (Print): _____ Signature: _____ Date: _____ Age: _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT/ LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I DESIRE FOR MY CHILD/ WARD TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE MY CHILD/WARD PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND MY CHILD/WARD.

Parent or Legal Guardian Name (Print): _____ Signature: _____ Date: _____ Relationship to Minor: _____