

Sunlight Mountain Resort – Season Pass Use Agreement and Release

2024/2025

RELEASE AND WAIVER OF RIGHTS

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. In consideration of being able to use Sunlight (as defined below)'s area, facilities, and/or services, I hereby agree to release and hold harmless Sunlight Inc., d/b/a Sunlight Mountain Resort and all of its affiliated organizations, divisions, and related companies, and its respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, and directors (collectively referred to in this Release as "Sunlight") for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Sunlight or during an activity run or sponsored by Sunlight off the premises. Reference to activity or activities in this Release include, but are not limited to, skiing; snowboarding; ski jumping; nordic skiing; tubing; snow biking; telemark skiing; riding, loading, and unloading the lifts; walking; hiking; snowcat skiing; and all other activities on Sunlight's premises, or off the premises that are run or sponsored by Sunlight.

2. **I agree to not sue or bring any claim against Sunlight on any basis, including but not limited to, claims of negligence, premises liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve the negligent action or inactions of Sunlight.**

3. I acknowledge that any activities at Sunlight involve both known and unknown risks. The known risks include, but are not limited to:

falling; equipment failure; improper use of equipment; equipment malfunction; slipping; natural and manmade hazards; uneven and/or slippery surfaces; collisions with natural objects; collisions with manmade objects; collisions with other people; my condition; surface and subsurface snow conditions; bumps; moguls; jumps; ski jumping; ice; variations in terrain; cliffs; downed timber; stumps; plants and trees; tree wells; forest growth; rocks; debris; marked and unmarked obstacles; lift towers; snowmaking equipment; terrain park features and elements; poor visibility; encounters with snowmobiles, snow-grooming equipment, and/or other motor vehicles; lift loading, unloading, entanglement, riding, and falls from lifts; adverse weather; avalanches; snow immersion; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; animals; criminal activities; contracting an infectious disease; and negligence of others.

I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. I voluntarily assume all risks of injury and/or death.

4. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Sunlight in defending any lawsuits or claims covered by this Release or any activity of mine with Sunlight. I agree that under no circumstances will Sunlight ever be responsible for any of my attorneys' fees.

5. I agree to obey all posted signs. I agree that I will not do any activities that are beyond my abilities. I acknowledge that I have the physical dexterity, ability, and knowledge to safely load, ride, and unload the lifts. I agree to visually inspect the area before engaging in any activities. I agree to wear and use appropriate safety equipment.

6. I understand and acknowledge that entering or skiing in a "Closed" area is illegal. Sunlight shall have the right to confiscate or revoke the privileges conferred by the pass where, in the sole judgment of the Sunlight's representative, I (a) act in any manner that endangers or may endanger my safety or the safety of any other person; (b) violates the law; (c) provide ski lessons or related services for compensation without express authorization; or (d) engage in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense.

7. I understand that season passes are NON-REFUNDABLE and NON-TRANSFERABLE. A complementary day ticket will not be issued for a forgotten pass, rather a \$5 fee will be charged when the pass is not in the possession of the pass holder. Tickets issued for forgotten passes are non-transferable. Use by any person other than the designated pass holder will result in revocation of the pass

for two weeks and a charge of the current price of a single day window ticket. The season pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator; it is used in a fraudulent manner. The loss or theft of the Season Pass must be reported to the Sunlight's Season Pass office immediately. The replacement cost of a lost or stolen pass is \$25. Further, I understand that I must show my pass every time before loading a chairlift.

8. I consent to the uncompensated use of my image or voice in any photographs, video, film, and sound recordings by Sunlight for the purpose of publicizing or documenting the Activities or for any other related purpose.

9. I authorize Sunlight to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with medical care and related transport, and release, defend, and indemnify Sunlight for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

10. I agree that this Release covers all activities and each and every time I am at Sunlight or doing any activity run or sponsored by Sunlight, without requiring me to sign another form for each new day or activity.

11. I agree to fully defend, indemnify, and hold harmless Sunlight from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

12. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

13. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered "I" in all the clauses of this Release.

14. I agree that any and all claims for injury or death against Sunlight or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction and venue of any such claim shall be in Garfield County District or County Court, or the Federal Court for the State of Colorado, Wayne Aspinall Courthouse, Grand Junction, Colorado.

15. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogees, heirs, next of kin, executors, and personal representatives. And, I agree that they cannot bring any claim or action against Sunlight, and in such circumstances they are also considered "I" in all the clauses of this Release.

16. I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and I voluntarily agree to participate in the activities.

Printed Name of Holder #1 Date of Birth Signature of Holder OR Parent/Legal Guardian #1 Date

Printed Name of Holder #2 Date of Birth Signature of Holder OR Parent/Legal Guardian #2 Date

Printed Name of Holder #3 Date of Birth Signature of Holder OR Parent/Legal Guardian #3 Date

Printed Name of Holder #4 Date of Birth Signature of Holder OR Parent/Legal Guardian #4 Date

Printed Name of Holder #5 Date of Birth Signature of Holder OR Parent/Legal Guardian #5 Date

Printed Name of Holder #6 Date of Birth Signature of Holder OR Parent/Legal Guardian #6 Date