

WHITE PINE SKI & SUMMER RESORT: SKIING, SNOWBOARDING, TUBING AND ALL OTHER WINTER SPORTS

RELEASE OF LIABILITY/AGREEMENT NOT TO SUE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT CAREFULLY

I, _____, am aware that all Winter Sports include certain risks, including but not limited to the risk of Serious Injury or Death. I am voluntarily participating in the activity with the knowledge of the dangers involved, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS INVOLVED.

In consideration for being allowed to use the lifts and trails at White Pine Ski Area and Resort:

I understand that the risks and dangers associated with these activities include, but are not limited to, risks associated with the use of the equipment, the condition of the facilities or the land, and the actions of any of the individuals involved, including acts of negligence. *I also understand, Wyoming law states "that a skier assumes the inherent risks of skiing and is legally responsible for damage, injury or death to person or property that results from the inherent risks of skiing...Skiers also have the responsibility to observe and comply with all closures, posted information, and other signs and warnings."*

I agree that I WILL NOT SUE or otherwise make any claim against White Pine Ski Area and Resort, and their owners, employees, agents, and officers for any loss, injury or damage resulting in any way from my use of the lifts and trails on the mountain. I have received a copy of the Notice of Inherent Risks and Assumption of Risks.

I agree that the White Pine Ski Area and Resort, and their owners, employees, agents and officers will not be legally responsible for any loss, injury or damage to myself resulting from the negligence or other acts however caused, of any owner, employee, agent or officer of these entities.

I agree that I possess the necessary skills and fitness to undertake these activities on the mountain.

I also agree to release, indemnify, and hold harmless White Pine Ski Area and Resort and their owners, employees, agents and officers from all actions, claims or demands from myself, my heirs, my family members or personal representatives for any loss, injury or damage resulting from my use of the lifts and my activities on the Mountain and Trails. The terms of this release shall also be binding as to any other persons including all family members, heirs, executors or administrators, and including any minors which may accompany me.

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's participation in these activities and agree to the terms of this Release. I also agree to Hold Harmless and Indemnify White Pine Ski Area and Resort for any claim brought by or on behalf of the minor.

If any portion of this Release is held invalid, I agree that the balance of the Release shall remain in full legal force and effect. I have read, understand, and agree to the **new COVID-19 Addendum** included herein on the next page of this release. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND THE ENTITIES NAMED WITHIN THIS RELEASE, AND I SIGN IT OF MY OWN FREE WILL.

Print Name _____ Signature _____ Date _____

Minor Participant Under 18 Years of Age: In signing the Release of Liability and Agreement Not to Sue on behalf of the Minor (the "Child"), I represent that I am the parent and/or legal guardian of such Child and have the authority to enter into this agreement on behalf of the Child. As the parent or Guardian signing this agreement for the Child, I acknowledge and agree that I have read the above agreement, and that by signing this agreement on behalf of the Child, the Child and I agree to be bound by its terms; **I hereby agree to forever release, discharge, waive, indemnify, hold harmless and defend Releasees from and against any and all claims, demands, causes of action, liabilities, actions and any and all medical expenses or other related expenses, including damage to property, asserted on behalf of the Child, the Child's estate, executors, heirs, or assigns or any other third party, brought under any theory of legal liability, INCLUDING ALL LIABILITY FOR NEGLIGENCE.** I understand that it is my responsibility to fully inform the Releasees of any special needs the Child may have. I also agree to indemnify the Releasees for any and all claims whatsoever brought by a third party in connection with the Child.

DATE OF BIRTH

Name of Minor _____

Name of Minor _____

SIGNATURE (Parent or Legal Guardian) _____ **Date** _____

COVID-19 / VIRUSES ADDENDUM

I acknowledge the contagious nature of certain viruses including the Human Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that Citizens To Save White Pine, LLC (dba White Pine Resort) has put in place preventative measures to specifically reduce the spread of Coronavirus/COVID-19. I further acknowledge that White Pine Resort cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, resort staff, and other resort clients and their families.

I voluntarily choose to attend the White Pine Ski Area and/or event(s) and acknowledge that I may be increasing my risk to exposure to the Coronavirus/COVID-19 by interacting too closely with other guests who do so as well. I acknowledge that I must comply with all set procedures and recommendations to reduce the spread while attending this event.

I hereby release and agree to hold White Pine Resort (and all employees) harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the resort, or that may otherwise arise in any way in connection with any services received from the resort. This release discharges White Pine Resort from any liability or claim that I, my heirs, or any personal representatives may have against the resort with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from White Pine Resort. This liability waiver and release extends to the resort together with all owners, partners, and employees.