



59 West Mountain Road, Queensbury, NY 12804

518-636-3699 | westmountain.com



West Mountain Liability Release

RESORT ACTIVITY, SKI SCHOOL & EQUIPMENT RENTAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, And ASSUMPTION OF RISKS & INDEMNITY AGREEMENT WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

1. Each person participating in the Activity (defined below) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, uphill access/skinning, racing, training, tubing, pond skinning, zip lining, using the ropes/challenge courses, trampoline or climbing wall, resort and vehicle tours, using freestyle or terrain park features, mountain biking, participating in other recreational activities, renting equipment and using the ski area facilities, including but not limited to use of the parking lots, walkways, lodges, restaurants, lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.
2. I understand the dangers and risks of the Activity and that Participant ASSUMES ALL INHERENT DANGERS AND RISKS of the Activity, including those of a "skier" (as may be defined by statute or other applicable law) or other winter sports participant.
3. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over snow vehicles; bumps; moguls; tree wells and stumps; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of Participant, Ski Area employees, or other guests to act safely (including an instructor's selection of terrain that exceeds Participant's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.
4. Participant assumes responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.
5. If Participant rents equipment, I agree to accept for use the equipment rented "AS IS", accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I have not made any misrepresentations with regard to Participant's height, weight, age and/or ability level and represent that Participant will be the only person using the equipment. I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. The binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT. I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.
6. In consideration for allowing Participant to participate in the Activity, I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Apex Capital LLC., and all

their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I (OR PARTICIPANT) MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIER'S LIABILITY ACT IN THE UNITED STATES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. In further consideration for allowing Participant to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition and is fully capable mentally and physically to participate in the activity. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the State where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the State where the alleged incident occurred, except that all cases arising out of an alleged incident at West Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be a New York court of competent jurisdiction. All disputes and litigation arising from use of the facilities at West Mountain must be held in Supreme Court, County of Warren, or US District Court, Northern District of NY, and it is so agreed.

11. BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor/infant Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US). I understand that a minor Participant may not use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

SUMMER SAFETY

Do not ski/ride/bike/hike/climb alone. Be safe, wear a helmet when engaging in activities at West Mountain. Know your ability and do not try to exceed it. If in doubt, seek help. You can always ask a mountain attendant for assistance or walk your bike down. Do not stop where you obstruct a trail or cannot be seen by other mountain users. Be aware of others on our mixed use trails. Observe all CLOSED TRAIL signs, barriers and caution ropes. Do not ski/ride/hike off designated trails. Do not disturb animals or plants on the mountain. No fires are allowed on West Mountain property. Skiing, Riding, Tubing, Hiking, Mountain Biking or any other activity are not allowed on the property during non-business hours.

COVID-19 RELEASE AND WAIVER OF CLAIMS ("Release")

I hereby acknowledge the health risks and dangers associated with Coronavirus, COVID-19. COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can, among other things, lead to need for quarantine, severe illness, personal injury, permanent disability, and death. Participating in West Mountain programs or accessing West Mountain facilities could increase the risk of contracting COVID-19. West Mountain in no way represents or warrants that COVID-19 infection will not occur through

participation in West Mountain programs or accessing West Mountain facilities.

The undersigned agrees to comply with West Mountain's procedures, rules, and regulations, and with guidance issued by the New York State Department of Health prior to utilizing the facilities, services, and programs. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of West Mountain and acknowledges that use thereof by the undersigned and/or such participating children may, despite West Mountain's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Health Screening Questions (by signing below you are confirming and accepting that you and those in your group meet the health screening guidelines) – You have not been diagnosed with COVID-19 in the last 21 days – You have not has close contact with someone who tested positive for COVID-19 in the last 14 days – You have assessed yourself for COVID 19 related symptoms and have experienced none of the following in the last 14 days – Known temperature of 99.9* or higher – Cough (excludes symptoms from a pre-existing condition) – Congestion or runny nose – Fatigue – Shortness of breath or breathing difficulty (excludes symptoms from a pre-existing condition) – Chills or muscle pain – Sore throat – Recent loss of taste or smell.

In exchange for participating in West Mountain's programs, events and/or use of any of its facilities (collectively, "Participation"), THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH AND/OR OTHER DAMAGES to the undersigned or such participating children and agree that I am voluntarily waiving, releasing, indemnifying and discharging West Mountain and its officers, directors, employees and volunteers for, from and against any and all liability, damages, and each and every action including, but not limited to, exposure to or transmission of the COVID-19 virus (collectively, "Claims") by Participation associated with or arising out of activities or attendance at West Mountain.

I have read and will comply with all social distancing and other safety guidelines set by West Mountain on its Website and its online ticketing system. I have read and will comply with West Mountain's No refund, No transfer, and No resell policy on products that is also clearly stated on its Website and its online ticketing system.

*Conditions and terms of operation, offerings, services or otherwise are subject to change given factors including, but not limited to, Acts of God, COVID-19, Government mandates, Weather, etc.

By clicking below, I am giving confirmation that I have read and fully understand and acknowledge the contents of the Release and agree that I am voluntarily waiving, releasing, indemnifying and discharging West Mountain and its officers, directors, employees and volunteers for, from and against the Claims described above.

WEST MOUNTAIN PRODUCTS CANNOT BE RESOLD, TRANSFERRED OR REFUNDED.

I have read and I accept the terms of this release:

Email: _____

Parent Name (Print)

Date

Parent Signature

Phone #

Dependent Name

Dependent Name

Dependent Name