

CONDITIONS OF USE

The Season Pass, Mammoth Black Pass, College Pass, MY Mammoth card and/or other pass or lift ticket product (collectively referred to herein as "Pass") is for your use and enjoyment, but is also a revocable privilege. Listed below are some rules and guidelines we hope will make your experience safer and more enjoyable. This is only a partial list; always use common sense and good judgment.

As a condition of holding this Pass and in return for being permitted to use the facilities of Mammoth Mountain Ski Area, June Mountain Ski Area and/or Tamarack Cross Country Ski Center (collectively referred to herein as "Mammoth"), **I agree for myself and/or my child, to the following:**

1. The Pass is non-assignable, non-refundable and cannot be transferred to another person or time period beyond the terms of the Pass. **There are no exceptions.** I understand that use of my Pass by anyone other than me shall constitute fraud and will result in the immediate loss of all lift and skiing/riding privileges without compensation and may result in criminal prosecution.
2. In the event that I renew my Pass for a subsequent season or seasons ("renewal season"), I understand and agree that this Conditions of Use and Release of Liability and Indemnity Agreement shall remain in effect for each renewal season. I understand and agree that each time I use my Pass or anyone for whom I have executed this agreement uses his or her Pass, that will constitute a renewal and reaffirmation of my and the user's acceptance of this agreement.
3. If I do not have my Pass in my possession, it can be replaced for a fee.
4. I understand that Mammoth reserves the right to restrict the use of my Pass for any reason or to close the resort, or portions of the resort, for any special function.
5. Mammoth may amend and modify the terms of the Pass programs and eligibility for the programs at any time.
6. I will keep out of all areas marked "Closed". If I travel beyond the ski area boundary, I agree to assume all risks associated with backcountry travel, including the risk of avalanches. I understand that I may be charged for any rescue, if available, beyond the ski area boundary.
7. I agree to read and follow each and every rule stated in Your Responsibility Code, Freestyle Terrain Users' Responsibilities and sections 602(r) and 653i of the California Penal Code. (See below.)
8. If Mammoth management or ski patrol believe that my behavior or conduct is inappropriate or unsafe, I understand they have the right to suspend or revoke my Pass without my having any right of refund or reimbursement.

YOUR RESPONSIBILITY CODE:

1. Always stay in control and be able to stop or avoid others.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and areas.
7. Before using any lift, you must have the knowledge and ability to load, ride and unload safely.

FREESTYLE TERRAIN USERS' RESPONSIBILITIES:

I understand that if I enter a Freestyle Terrain Park, I should read the sign(s) at the entrance to the park. I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

CALIFORNIA PENAL CODE:

The following misdemeanors are punishable by a fine of up to \$1,000:

- Skiing/Riding within or entering a CLOSED area. [PC 602(r)]
- Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance. [PC 653i]

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

- 1. I UNDERSTAND THAT MY PARTICIPATION AND/OR MY CHILD'S PARTICIPATION IN THE SPORTS OF SKIING AND SNOWBOARDING (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SPORT") CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** I understand the Sport involves numerous risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, icy or firm snow, unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, avalanches and other hazards whether they are obvious or not. I also understand that the Sport involves risks posed by loss of balance, loss of control, falling, sliding, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, posts, lift towers, snow making equipment, snowmobiles and other over-snow vehicles.
- Despite the risks involved in the sport and as consideration for being allowed to participate in the Sport, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with my and/or my child's participation in the Sport and use of the facilities of Mammoth Mountain, June Mountain, and/or Tamarack Cross Country Ski Center, including, but not limited to, the use of terrain parks, chairlifts, rental equipment, instruction, racing, skiing or snowboarding beyond the ski area boundary and all special events (hereafter collectively referred to as "use of the facilities").
- I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** Mammoth Mountain Ski Area, LLC., June Mountain, and/or Tamarack Cross Country Ski Center, the United States of America, Department of Agriculture, Forest Service, and their owners, employees, agents, landowners and affiliated companies (hereinafter collectively referred to as "Mammoth") for any damage, injury or death to me and/or my child arising from participation in the Sport or use of the facilities at Mammoth regardless of cause, including the **ALLEGED NEGLIGENCE** of Mammoth.
- I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation or my child's participation in the Sport or use of the facilities. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply whenever I or my child participate in the Sport or engage in use of the facilities. I understand and agree that each time I use my Pass or anyone for whom I have executed this agreement uses his or her Pass, that will constitute a renewal and reaffirmation of my and the user's acceptance of this agreement. **FURTHER, I UNDERSTAND AND AGREE THAT IF I RENEW OR PURCHASE A PASS FOR ME OR MY CHILD AT ANY POINT IN THE FUTURE, THIS SIGNED RELEASE WILL BE VALID AND BINDING UPON ME AND/OR MY CHILD.**
- In the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation or my child's or the user's participation in the Sport or the use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. Additionally, I agree that this release will be admissible into evidence.
- In executing this agreement, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself and/or on behalf of persons for whom I am the parent or legal guardian. In the event that I execute this agreement on behalf of another person, and in the event that the other person brings a claim against Mammoth, I agree to defend, indemnify and hold harmless Mammoth as fully set forth in Paragraph 5 above.
- I agree that this release and the Conditions of Use are binding upon me, my child, my heirs, assigns and legal representatives. I acknowledge that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the agreement will remain in effect and will be enforceable. I agree that any action arising under this agreement will be brought in a court of competent jurisdiction in the State of California. This agreement will be subject to and interpreted under the laws of the State of California.