

Mohan Skiing & Boarding Student/Participant Assumption of Risk & Liability Release

Assumption of Risk and Liability Release: I/we recognize that snow sports activities are hazardous and could result in serious injury or death. I/we understand helmets are recommended, that providing/wearing an appropriate helmet is up to the participant and that exposure to injury or death may increase if I/we do NOT wear a helmet. I/we understand and agree that I/we may be riding the chairlifts with a student, instructor, a member of the public or I/we may be riding the lift alone. I/we have voluntarily made a choice to participate in this activity and accept the inherent risks. I/we accept my/our responsibility to be informed, behave prudently, and to read and abide by the Responsibility Code and all other posted behavior notices in these sports and in the ski area/mountain environment. I/We agree that I/we will not sue or make a claim against Mohan Skiing & Boarding, or any of its/their school districts or schools including, but not limited to, Seattle Public SD, Kent SD, Lake Washington SD, South Kitsap SD, Northshore SD, Tahoma SD, Edmonds SD, Highline SD, Highline SD, Renton SD, Snoqualmie Valley SD, Bellevue SD, Eastside Catholic H.S. Snoqualmie Ridge ELC, Des Moines P & R, Renton P & R, Spruce Street School, The Meridian School, the bus transportation company, Boyne USA Inc., or any of its/their owners, officers, agents, volunteers, or subsidiaries, including but not limited to, Ski Lifts Inc., Crystal Mountain, Inc., and the U.S. Government or any of their/its employees, agents, contractors, subsidiaries, officers ("Released Parties"•) for any loss, injury or damage resulting from any cause including negligence, which arises out of my participation in any activity at the ski area, including but not limited to, use of the slopes, equipment, or any of the facilities or services on the premises.

I/we agree to Release, Forever Discharge, Defend, Indemnify, and Hold Harmless Mohan Skiing & Boarding, or any of its/their school districts or schools including, but not limited to, Seattle Public SD, Kent SD, Lake Washington SD, South Kitsap SD, Northshore SD, Tahoma SD, Edmonds SD, Highline SD, , Renton SD, Snoqualmie Valley SD, Bellevue SD, Eastside Catholic H.S. Snoqualmie Ridge ELC, Des Moines P & R, Renton P & R, Spruce Street School, The Meridian School, Highline SD the bus transportation company, Boyne USA Inc., or any of its/their owners, officers, agents, volunteers, or subsidiaries, including but not limited to, Ski Lifts Inc., Crystal Mountain, Inc., and the U.S. Government or any of their/its employees, agents, contractors, subsidiaries, officers ("Released Parties"•) of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind related in any way to the Program's operations or the errors or omissions of the Program, its agents, subcontractors, volunteers, or any other person directly or indirectly employed by them, or any of them, while engaged in any activity associated with this Agreement, whether contractually or otherwise.

Prior to December 1st of the current season, participants may request, in writing, a refund for their lessons &/or transportation. Refunds will ONLY be approved for medical reasons. When processed there will be a \$25 fee subtracted for each refund. After November 30th of the current season lessons and busing are transferable, for a \$25 service charge, but are NOT REFUNDABLE since financial commitments for insurance, staffing, administration, operations, and busing is made prior to the start of the program based upon the number of enrollees. However, if program is not completed by April 30. In which case prorated refund checks will be issued. When processed there will be a \$50 or 50%, whichever is greater, fee subtracted for each refund. Please note that postponing one or two times a season and automatically

extending the program is typical due to weather or road conditions. Also, if there are less than three registered students for any class, we reserve the right to cancel the class or reduce the lesson time.

Participants will be expelled from this program without refund for: being willfully disobedient; possession of a weapon, use or sale of tobacco (if minor), alcohol (if minor), or controlled substances; vulgarity; discussing sexual topics; harassment; stealing; gambling; fighting; leaving the ski area (if minor); or for using non-approved transportation; or for returning to the bus past the set departure time. Additionally, if the participant's late arrival causes the bus to return late, the participant and/or parents will reimburse the program for all additional costs incurred (this is a minimum of \$100 per hour, per bus delayed).

Additionally I/we understand the ski area, at their discretion, may suspend my/our season pass, without refund, and ban me/us from the property for 12 months as well.

This Release is binding as to any other persons, including family members, heirs and executors. If I am signing on behalf of a minor: I accept full responsibility for all medical expenses & claims related to the minor's participation in any activity as described above. ***I also agree to the COVID-19 guidelines that state: Agreeing to allow staff to ride with student on the chair lifts despite the Summit's outlined rules for health and safety during the pandemic and Failure to answer all screening questions accurately and subsequently testing positive nullifies all liability of Mohan Skiing & Boarding, a Non-Profit Organization 501(3)c.*** I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY the Released Parties from all claims brought by or on behalf of the minor.

My signature below means I/we, have carefully read, understand and approve this "Assumption of Risk & Liability Release" and agree it is binding upon me/us.

Student Name (Print)

Student or Parent/Legal Guardian Signature

Date

If Under 18