

Echo Mountain Resort – Season Pass

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 Echo Mountain Resort (as defined below)'s area, facilities, and/or services, I hereby agree to release and hold harmless SkiEcho, LLC d/b/a Echo Mountain Resort and all of its affiliated organizations and companies, and each of their respective insurance carriers, agents, partners, employees, volunteers, representatives, assignees, members, managers, officers, directors, and shareholders (collectively referred to in this Release as "Echo Mountain Resort") 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 Echo Mountain Resort or during an activity run or sponsored by Echo Mountain Resort off the premises. Reference to activity or activities in this Release include, but are not limited to, skiing; snowboarding; tubing; snow biking; telemark skiing; riding, loading, and unloading the lifts; walking; hiking; and all other activities on Echo Mountain Resort's premises, or off the premises that are run or sponsored by Echo Mountain Resort.

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

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

falling; equipment failure; improper use of equipment; slipping; natural and manmade hazards; uneven and/or slippery surfaces; collisions with natural objects; collisions with manmade objections; collisions with other people; my condition; surface and subsurface snow conditions; bumps; moguls; jumps; 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; nighttime activities; events; encounters with snowmobiles, snow-grooming equipment, and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; avalanches; snow immersion; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; 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 the risk 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 Echo Mountain Resort in defending any lawsuits or claims covered by this Release or any activity of mine with Echo Mountain Resort. I agree that under no circumstances will Echo Mountain Resort 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. Echo Mountain Resort shall have the right to confiscate or revoke the privileges conferred by the pass where, in the sole judgment of the Echo Mountain Resort'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. The pass is NOT TRANSFERABLE and CANNOT

