



LONE MOUNTAIN RANCH

BIG SKY, MONTANA

Waiver and Release

1. **Season Pass Use.** Season passes may only be used for the following uses: cross country skiing, skate skiing or snowshoeing (the “Activity”). Season passes are non-transferable and may not be given, loaned, rented or transferred to anyone for any reason. Any attempt to transfer the season pass will result in revocation of the season pass without refund. Season passes must be visible and presented to any authorized Lone Mountain Ranch representative upon request.

2. **Lost, Stolen or Forgotten Season Pass.** Any lost, stolen or forgotten season pass should be reported to the Lone Mountain Ranch Outdoor Shop immediately to prevent misuse. A new season pass will be re-issued for a fee of \$25.00 to replace a lost season pass. A full price one-day ticket must be purchased if a season pass holder forgets his or her pass. No purchases can be refunded.

3. **Identification of Risks.** I understand that by participating in the Activity, I may be exposed to a variety of inherent, known and unknown risks and dangers, including the risk of serious bodily injuries and property damage, which injuries and damage could arise from the following, without limitation: the actions or inactions of myself and those of others participating in the Activity; the potential for extreme weather-related changing conditions, the potential for encounters with wildlife or other conditions in which the Activity takes place; my health conditions; the structure, maintenance and changing conditions of any trails used in connection with the Activity; and the equipment used in connection with the Activity. I also fully understand that all risks are not apparent, knowable or foreseeable. I acknowledge that use of protective equipment such as helmets have benefits that may reduce or mitigate the severity of any injuries but use of protective equipment is not a guarantee of safety. I also understand that I should consult a physician before undertaking any physical activity, especially if I am pregnant, suffer from an underlying medical condition, take medication, smoke cigarettes, have a family history of or have coronary disease or have recently suffered an illness, injury or impairment.

ASSUMPTION OF RISK: I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, RELATING TO THE ACTIVITY, INCLUDING THE RISKS OF SERIOUS BODILY INJURIES SUCH AS PERMANENT DISABILITY, PARALYSIS OR DEATH AND AGREE TO BE RESPONSIBLE FOR ANY AND ALL INJURIES, DAMAGES, COSTS, EXPENSES AND OTHER LOSSES THAT COULD ARISE AT ANY TIME AS A DIRECT OR INDIRECT RESULT OF MY PARTICIPATION IN OR OBSERVATION OF THE ACTIVITY. I SHALL ABIDE BY THE DUTIES OF A SKIER AS SET FORTH IN THE MONTANA STATUTES.

4. **RELEASE, WAIVER AND INDEMNIFICATION.** AWARE OF THE RISKS AND WILLING TO ASSUME THEM, I FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVE ALL CLAIMS AND RELEASE **BIG SKY RANCH PARTNERS, LLC, THE LONE MOUNTAIN RANCH INCORPORATED** AND THEIR AFFILIATED OR PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, GUIDES, TRAINERS, DOCTORS, OFFICIALS, ORGANIZERS, CONCESSIONAIRES, VOLUNTEERS OR SPONSORS, AND THEIR INSURORS, AND ANY AND ALL LANDOWNERS, THEIR RESPECTIVE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST, THAT OWN THE LAND AND GRANT AN EASEMENT OR LICENSE OVER, ACROSS AND THROUGH THE LAND ON WHICH THE ACTIVITY SHALL BE CONDUCTED, TO LONE MOUNTAIN RANCH, BIG SKY RANCH PARTNERS, LLC AND ALL SEASON PASS PARTICIPANTS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS IN ANY WAY CONNECTED WITH MY PREPARATION FOR AND/OR PARTICIPATION IN OR OBSERVATION OF THE ACTIVITY, BOTH IN LAW AND IN EQUITY, IN ANY WAY ARISING OUT OF OR RESULTING FROM DAMAGE TO PROPERTY OR PERSONAL INJURY, CONSCIOUS SUFFERING OR DEATH. RELEASE FROM LIABILITY INCLUDES LOSS, DAMAGE, OR INJURY RESULTING FROM INTENTIONAL ACTS, FAILURE TO ACT, NEGLIGENCE OR ANY

OTHER CAUSE OR CAUSES; EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF ANY OF THE RELEASED PARTIES. THIS WAIVER AND RELEASE SHALL BIND ALL RELATIVES, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, NEXT OF KIN, SUBROGEEES OR ASSIGNS WHO MIGHT PURSUE ANY LEGAL ACTION OR CLAIM ON MY BEHALF.

I ON BEHALF OF MYSELF FURTHER AGREE THAT I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES, DIRECTLY OR INDIRECTLY ARISING FROM ANY ACTION OR OTHER PROCEEDING BROUGHT BY OR PROSECUTED CONTRARY TO THIS AGREEMENT FOR THE BENEFIT OF ME. THIS AGREEMENT EXTENDS TO ALL CLAIMS OF EVERY KIND AND NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN.

5. **Insurance.** I acknowledge that Lone Mountain Ranch does not provide accident, medical, health, workers' compensation or any other insurance for Activity participants. I understand and agree it is my sole responsibility to maintain throughout my participation, valid and sufficient medical and accident insurance coverage and hereby release any person or entity from providing this coverage for me.

6. **Emergency Medical Care.** I authorize any medical care provider to carry out any emergency medical care and transportation, and I accept responsibility for and agree to indemnify the Released Parties for all such search and rescue operations, medical care and associated expenses, including the cost of medical transport and helicopter air lift as may be required.

7. **Photo Release.** I hereby grant permission to the Released Parties the right to use any and all photos, film or visual representations made of me in all forms of media and in all mannerism including composite or other representations, for brochures, advertising and any other lawful purposes, and I waive any right to inspect or approve the finished product.

8. **Applicable Law.** This Agreement shall be governed by Montana Law and exclusive jurisdiction for any claims shall be in State District Court in Gallatin County, Montana, or in a Federal District Court in Montana.

9. **Severability.** A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

I HAVE CAREFULLY READ, ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND VOLUNTARILY REQUEST TO PARTICIPATE IN THE ACTIVITY. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL TERMINATED IN WRITING BY THE RELEASED PARTIES.

Participant Name

Season Pass Number

Participant Signature

Date

Signature of Parent/Legal Guardian if Participant is a Minor

Date

Participant Address

City/State/Postal Code

Phone Number

Emergency Contact Name

Contact Phone Number