WELCH VILLAGE SKI AREA, INC.
2011/2012 SEASON PASS WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person for whom this season pass is purchased shall be referred to hereinafter as "HOLDER". "THE UNDERSIGNED" means only the HOLDER when the HOLDER is age 18 or older **OR** it means both the HOLDER and the HOLDER's parent or legal guardian when the HOLDER is under the age of 18. THE UNDERSIGNED agree and understand that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED further agree and understand that risks associated with the ACTIVITY, include but are not limited to: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps and other natural objects, jumps, freestyle terrain and collisions. It is your responsibility to control your body and equipment both on the ground and in the air. HOLDER assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. HOLDER is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. HOLDER must have the physical dexterity and knowledge to safely load, ride and unload the lifts. HOLDER assumes the risks of riding the lifts and engaging in activities accessible from the lifts. THE UNDERSIGNED are advised that snowmobiles, all terrain vehicles, snowmaking, and snow-grooming equipment may be encountered at any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THESE RISKS, HOLDER VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing HOLDER to use the ski area facilities, THE UNDERSIGNED agree to **ASSUME ALL RISKS** associated with the HOLDER's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Welch Village Ski Area, Inc., its affiliated organizations, agents, employees, representatives, assignees, officers, directors, shareholders, and all of their respective insurance carriers (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITIES** and/or claims for injury or death to persons or damage to property arising from HODLER's engagement in the ACTIVITY, **including those claims based on any Released Party's alleged or actual NEGLIGENCE or Breach of any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to HOLDER, including death, which HOLDER may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the HOLDER's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

HOLDER understands that entering or skiing in a "CLOSED" area is illegal. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where in the sole judgment of its representative the HOLDER: 1) acts in any manner that endangers or may endanger the safety of HOLDER or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is NOT TRANSFERABLE and CANNOT BE RESOLD. The pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator, it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. THE UNDERSIGNED acknowledge their affirmative duty to immediately notify the ski are operator if HOLDER's pass is lost or stolen.
In consideration of using the ski area facilities, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from HOLDER's participation in the ACTIVITY shall be **GOVERNED BY MINNESOTA LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT OF GOODHUE COUNTY or in the FEDERAL COURT FOR THE STATE OF MINNESOTA.**

In the case of a minor HOLDER, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor HOLDER, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or legal guardian agree that but for the foregoing, the minor HOLDER would not be permitted to participate in the ACTIVITY accessed through the use of this pass.

By signing this agreement without a parent or guardian's signature, the HOLDER represents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor HOLDER, you represent that you are the **legal** parent or guardian of the minor HOLDER.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed name of HOLDER	Signature of HOLDER	Date
Printed name of HOLDER	Signature of HOLDER	Date
Printed name of HOLDER	Signature of HOLDER	Date
Printed name of HOLDER	Signature of HOLDER	Date
Printed name of HOLDER	Signature of HOLDER	Date
Printed name of ADULT if HOLDER under 18	Signature of ADULT if HOLDER Under 18	Date
Printed name of ADULT if HOLDER under 18	Signature of ADULT if HOLDER Under 18	Date