

NOTICE TO ALL PURCHASERS AND HOLDERS OF THIS TICKET: USE OF FACILITIES IS CONDITIONED UPON RELEASE AND WAIVER OF LIABILITIES WHICH AFFECT YOUR LEGAL RIGHTS.

PLEASE READ THE FOLLOWING TERMS CAREFULLY!

As a condition of use of the facilities to which this ticket grants access, the ticket purchaser and ticket holder agree to release S&W Ops. LLC as the lessee and operator of the facilities and its lessor from all claims for personal injury, death or property damages arising out of use of gondola, ski lifts, ski area, trails, lodges, sledding area and other facilities and areas of the property, INCLUDING RELEASE AND WAIVER OF CLAIMS ARISING OUT OF NEGLIGENCE AND BREACH OF CONTRACT. The ticket holder further agrees to assume all risk of injury, death and property loss resulting from riding the gondola and chair lifts and engaging in activities permitted on the property including skiing, snowboarding, tubing, cycling and hiking. If the person using the facilities under this ticket is under the age of 18, the parent or quardian of that person agrees as a condition of granting permission for the use of the facilities by his or her minor and purchase of the ticket to defend and hold S&W Ops LLC and its lessor harmless from all claims for personal injury, death or property damage asserted by the minor which arises out of the minors use of the gondola, chair lifts, ski area, trails, lodges, sledding area and other facilities and areas of the property. If after reading the foregoing, you do not agree to these terms, you may receive a full refund of the price of this ticket prior to using the facilities. By entering the premises, you consent to the use of your voice, name, and/ or likeness being used. You waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video or audio recording taken by S&W Ops. LLC or the person or entity designated to do so by S&W Ops. LLC

YOUR USE OF THE FACILITIES WILL BE DEEMED YOUR AGREEMENT TO THE ABOVE TERMS.

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