WAIVER, EVENT PARTICIPANT WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, MEDIA RELEASE AND CONSENT FOR MEDICAL TREATMENT

Event: Youth Connection to Winter Sports **Sponsors: Thrillseekers inc and The National**
Dates: January 1, 2024 – April 14, 2024 **Brotherhood of Snowsports (NBS)**

Adult means the undersigned adult participant taking part in an event ("Event"), being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the minor named below ("Minor") so that the minor will be permitted to participate in the Event. "Undersigned" means the Adult and Minor collectively. The person actually taking part in the skiing or snowboarding competitions, events, demonstrations and performances, training and/or any other uses of the facilities, activities, or equipment of Hunter Mountain, New York area resorts, or such other venue as may be utilized by the NBS can be hazardous. Such activities associated with the Event and other recreational use of the facilities is referred to herein, individually and collectively as an "Activity". **The Undersigned understand that Participant will not be permitted to take part in any Activity unless this Waiver, Event Participant Warning, Assumption of Risk, Release of Liability and Indemnity Agreement, Media Release and Consent for Medical Treatment ("Agreement") is fully executed. Further, the Participant recognizes that he/she has certain duties and/or responsibilities which are set forth in the New York's Safety in Skiing Code, Article 18 of the General Obligations Law of New York.**

Undersigned are advised and understand that under New York law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snow-bike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a "skier" and, further, that a skier using the facilities of a ski area assumes certain "inherent dangers and risks of skiing." **NOTWITHSTANDING THE FOREGOING, ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED HEREIN.**

Adult agrees to read, to have Minor read and, if necessary explain to Minor all posted signs and warnings including instructions on use of lifts and Undersigned agree that Participant will obey those signs and warnings. Adult agrees and understands that Minor will be using ski lifts without a ski instructor or other adult present. Undersigned agrees and understands that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned understand that entering or skiing in a "CLOSED" area is illegal and more dangerous to Participant and others than skiing in open areas of the ski area. Undersigned understand that the use of ski area facilities involves risks including but not limited to all of the risks mentioned above, as well as high elevation, marked and unmarked obstacles, wildlife encounters, slick or uneven surfaces, surfaces covered with ice and snow, falling trees and limbs, unstable ice and snow, rugged mountain terrain, dehydration, overexertion, acts of other skiers and equipment malfunction.

As a participant in this activity, I acknowledge the contagious nature of COVID-19 and that the Centers for Disease Control and Prevention (CDC) and many other public health authorities still recommend practicing social distancing. I further acknowledge that NBS has encouraged Event participants to take preventative measures to reduce risk of the spread of COVID-19. I further acknowledge that NBS cannot guarantee that Event participants will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others. I voluntarily participate in the activities conducted by NBS and acknowledge that I may increase my risk to exposure to COVID-19 by participating in these activities. I acknowledge that I must comply with all established procedures to reduce the spread while engaging in the Event. I attest that: (1) I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; (2) I have not traveled internationally within the last 14 days; (3) I have not traveled to a highly impacted area within the United States of America in the last 14 days; (4) I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19. (5) I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities; (6) I am following all CDC recommended guidelines as much as possible and limiting my exposure to COVID-19. **RECOGNIZING AND ACCEPTING THE ABOVE RISKS AND RESPONSIBILITIES, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE EVENT.**

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor, acknowledges the risks and dangers associated with the Activity and the use of the facilities of resorts generally and, as a condition to Participant engaging in any Activity and agrees to **(1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, AND NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against the NBS, and its insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be**

sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

During you and your child(ren)'s participation at the NBS events, Staff, Club members, and others associated with the NBS will be photographing, videotaping (including audio) many of the events, training sessions and activities. Images and videotapes of you or your child(ren) are likely to be recorded. With your permission and without notifying you the resulting media, electronic or otherwise, may be used by the NBS and Vail Resorts for printed publications, promotions, newsletters, press releases, social media and websites. The privacy and protection of our members is important, however, NBS media may be shared with third parties. By signing below, I grant permission to the NBS to use photographs, videotapes (electronic or otherwise including audio) of myself and my minor child(ren). I also hereby release The National Brotherhood of Skiers, its employees and agents from all claims, demands and liabilities whatsoever in connection with the above request. You give further permission to identify your children and yourself in NBS media.

Adult warrants that Participant is physically capable of safely participating in the Activity and is in good health. Undersigned authorize the Indemnified Parties and/or their authorized personnel to call for medical care for Participant, or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Adult consents to care given to Participant by an emergency care provider or under the instruction and direction of a licensed physician. Reasonable efforts will be made to contract Adult when care is undertaken for Minor. Undersigned agree that upon Participant's transport to any such medical facility or hospital that the Indemnified Parties shall not have any further responsibility for Participant. Further, Undersigned agree to pay all costs associated with such medical care and related transportation provided for the Participant and shall indemnify and hold harmless the Indemnified Parties from any costs incurred therein.

In consideration for accessing the facilities of Hunter Mountain, New York area resorts, ADULT agrees for him/her self and MINOR that **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY NEW YORK LAW**, without regard to conflicts of law principles, and that **EXCLUSIVE JURISDICTION** shall be in the **District Court residing where the alleged incident occurred or in Federal Court for the District of New York. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** This Agreement shall be binding upon Undersigned assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. **UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this ____ day of _____, 20__.

MINOR PARTICIPANT (UNDER 18) INFORMATION

_____ _____
MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print) Age

_____ _____
MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print) Age

ADULT INFORMATION

_____
Last Name, First Name, M.I. (please print)

_____
Address – Street Address/Mailing Address City, State, Zip/Postal Code (please print)

_____ _____
Date of Birth (MM-DD-YYYY) Emergency Contact Relation Phone Number

_____
E-MAIL ADDRESS

_____
SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN