



HILLTOP POWDERHORN SKI PASS PROGRAM

WAIVER AND RELEASE

Please read entire Hilltop Powderhorn Ski Pass Program Rules and Procedures as well as the complete Waiver and Release below prior to signing.

I hereby acknowledge that I have read the Hilltop Powderhorn Ski Pass Program Rules and Procedures and will do my best to adhere to the rules and procedures as outlined.

I also acknowledge with this Waiver and Release that I have voluntarily chosen to participate in an exercise activity and recognize that I could get injured engaging in this activity. I further understand and acknowledge that my participation in the exercise activity is not, in any way, related to the performance of my job duties at Hilltop Community Resources, Inc. ("Hilltop"). In consideration for Hilltop allowing me to participate in an exercise activity, I hereby waive any and all claims for damage or loss to my person or property, which may be caused by Hilltop, including its directors, officers, employees, agents, and subsidiaries or affiliated organizations. Further, I hereby release all the aforementioned parties from liability, claims, demands, costs, charges and expenses incident to any possible damage or personal injuries sustained by me while participating in an exercise activity.

I voluntarily assume the risk of all dangerous conditions associated with participating in an exercise activity and waive any and all specific notice of existence of such conditions. I also assert that I am aware that I should be of sound physical condition and capable of participating in strenuous activities without undue risks before participating in an exercise activity.

In addition, I promise not to assert against the aforementioned parties any claim or claims that I now have or may have in the future, known or unknown, based on any injury to my person or property as a result of participating in an exercise activity. I acknowledge that skiing is a physical sport that occurs in a natural setting and requires awareness of my personal limitations, trail and weather conditions and the proximity of other participants. Collision with other participants or other moveable or unmovable objects, while unlikely, is possible. In the event of an event that causes injury or damage to another, I will defend and hold harmless Hilltop, its subsidiaries and its employees from any resulting claims.

I HAVE READ THIS WAIVER AND RELEASE COMPLETELY AND UNDERSTAND ITS CONTENTS FULLY. I AM SIGNING THIS WAIVER AND RELEASE VOLUNTARILY.

Participant's Name (print)

Participant's signature

Date

Witness Name (print)

Witness's signature

Date