

Season Pass Holder Limited Use DMI Backcountry Access Agreement

USE AGREEMENT

Pass allows current Powder Mountain season pass holder to access certain out-of-bounds areas north of Lightning Ridge and from the top of James Peak south and west into adjoining Powder Mountain private property.

User agrees to access the Limited Use Backcountry areas **ONLY** under the following conditions:

1. User will **never** enter the Limited Use DMI Backcountry area without **first checking with ski patrol dispatch** at the Timberline First Aid Room and signing in each time.
2. User agrees to **always** sign out at the end of each day **before 4 pm**.
3. User agrees to **only** enter the Limited Use Backcountry area through specific, marked entrance gates located just north of the upper Lightning Ridge cat turnaround and near the summit of James Peak.
4. User certifies that they possess the necessary skiing/snowboarding skills, the knowledge of backcountry terrain and snow safety practices to safely access and exit the Limited Use Backcountry area.
5. User agrees to always carry standard safety gear when accessing this area including: an avalanche transceiver, a shovel, a probe, a first aid kit, and climbing skins.
6. User agrees to **never** access the Limited Use Backcountry area alone. He/she agrees to **always** have at least one partner with similar necessary skill and gear.
7. User understands that natural hazards including but not limited to rocks, cliffs, trees and avalanche danger exist and accepts the risks associated with these backcountry hazards.

When accessing the Limited Use Backcountry Area, the user agrees to the following:

1. User agrees to return back to ski area via uphill skin route only through upper gates.
2. User agrees to always use established skin-up routes and to not create other routes in non-authorized areas.
3. User agrees to **not** exit the Limited Use Backcountry Area via downhill trails, i.e. the "Gauntlet", and to **not** exit out at the metal gate to Powder Mountain Road.
4. User agrees to **not** park on, to **not** private shuttle up or down, and to **not** hitchhike on or near Powder Mountain Road.

Any violation of the conditions of this agreement will result in immediate loss of these limited use backcountry permit privileges and may result in the loss of all skiing/snowboarding privileges at Powder Mountain. No refunds will be given.

Participant, who is 18 years of age or older, for herself or himself and for his or her Dependents states that he or she is fully familiar with the activities Participant is requesting to undertake, and acknowledges that such activities may entail substantial risk of injury or death to Participant and Dependents, and of damage to or loss of property, including that belonging to Participant and Dependents. Participant, for himself or herself, and for his or her Dependents knowingly, willingly, and voluntarily has chosen to participate in the activities, and of her or his own free will and choice assumes for herself or himself and for her or his Dependents all of the risks associated directly or indirectly with or which are inherent in the activities. Participant is under no legal or other constraint which would prevent these Agreements from being legally binding and enforceable to the maximum extent permitted by the laws of the State of Utah. If Participant is accompanied by any minor children or by any person who suffers from any other legal or other incapacity, which would render his or her execution of this or a similar document unenforceable ("Dependent"), Participant agrees to be fully responsible for such

person(s) and to indemnify and hold Powder Mountain harmless of and from any and all claims, including claims involving Powder Mountain's actual or claimed negligence, which are or might be claimed to be related to any acts or omissions of Powder Mountain related to the activities undertaken pursuant to this document, it being Participant's desire and intent that Powder Mountain shall not suffer any legal, financial, or other disability, burden, liability, claim, or loss as a result of any property damage, injury, or death caused by or occurring to Participant or any Dependent of Participant or any property belonging to Participant, Dependent, or any third person. PARTICIPANT SHALL INDEMNIFY, SAVE, AND HOLD POWDER MOUNTAIN, ITS EMPLOYEES, MANAGERS, OFFICERS, DIRECTORS, AGENTS, AND OTHER REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS, AND ASSIGNS HARMLESS OF AND FROM ANY AND ALL COSTS, EXPENSES, CLAIMS, DAMAGES, CHARGES, AND OTHER LIABILITIES RESULTING OR WHICH MIGHT BE CLAIMED TO HAVE RESULTED FROM PARTICIPANT'S AND PARTICIPANT'S DEPENDENTS' PARTICIPATION IN THE ACTIVITIES ASSOCIATED WITH THIS DOCUMENT.

This document is to be construed, interpreted, and enforced in accordance with the laws of the State of Utah without regard to the conflict of laws provisions thereof. The courts of the County of Weber, State of Utah, are agreed to be the sole venue for the resolution of any disputes arising between the Participant and Powder Mountain under this document.

I hereby agree to all terms and conditions of this Limited Use Backcountry Access Agreement as well as all other private property rights of Powder Mountain.

Print name: _____

Date: _____

Sign name: _____