

I hereby forever RELEASE, HOLD HARMLESS AND INDEMNIFY Winterplace Ski Resort, New Winterplace, LLC, and New Winterplace, Inc., (collectively, "Winterplace") and any of their officers, directors, managers, members, owners, investors, affiliates, agents or employees (together with Winterplace, collectively, the "Released Parties") of and from any liability or damage or injury to myself or to any person or property allegedly resulting from my participation in any skiing activities, accepting myself the full responsibility of any and all such damage or injury. I agree that I will not sue the Released Parties (either on my own behalf or on behalf of my spouse, child, ward or others) for injuries or damages relating to my participation in any skiing activities at Winterplace. Indemnity shall include all costs and expenses, including reasonable attorneys' fees.

I agree that all disputes arising under this contract and/or from my use of this Pass for any skiing activities shall be litigated exclusively in the Circuit Court of Raleigh County, West Virginia, or the federal court for the Southern District of West Virginia at Beckley. This document constitutes the final and entire agreement between the Released Parties and the undersigned with respect to my use of this Pass and/or my participation in skiing activities at Winterplace. This agreement is governed by the applicable law of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

By purchasing, using, or holding any ticket or pass issued by Winterplace, I am agreeing to the foregoing liability release (the "Release") and represent that I have carefully read the terms and conditions of the Release, understand its contents, and consent to be bound by all of the terms and conditions of the Release with full knowledge of its significance, and that I am at least 18 years of age. If I am consenting to this Release on behalf of a minor (less than 18 years of age) (the "Child"):

- I represent and warrant that I am the parent and/or guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child;
- I accept responsibility for all the Child's medical expenses incurred in conjunction with any skiing activities at Winterplace;
- I agree to indemnify the Released Parties for any and all claims brought by the Child; and
- I agree to indemnify the Released Parties for any and all claims brought by a third party arising in connection with the Child's participation in any skiing activity at Winterplace.

This Release shall have the same legal effect and force as a written and signed document.