

GORGOZA PARK – ACKNOWLEDGMENT OF RISK AND LIABILITY WAIVER

READ THIS DOCUMENT (this “Liability Waiver”) FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS WAIVER AND SIGNING IT ARE A CONDITION OF ACCESS TO THE GORGOZA PARK FACILITIES AND PREMISES. THIS LIABILITY WAIVER COVERS IMPORTANT LEGAL MATTERS INCLUDING WITHOUT LIMITATION: (i) ASSUMPTION OF ALL RISKS BY YOU, (ii) CONSENT TO PARTICIPATE AND MEDICAL TREATMENT, (iii) WAIVER OF LIABILITY & RELEASE OF ALL CLAIMS, (iv) AN INDEMNITY BY YOU, and (v) A NAME AND LIKENESS WAIVER.

Definitions. As used herein, the terms “You”, “Your” or “Yourself” mean collectively, the undersigned participant, the undersigned parent or guardian, and any minor Children listed below; the terms “Child” and “Children” mean any of the minor children listed below. “**Gorgoza Park**” means the winter recreational facility located at or near 3863 West Kilby Rd., Park City, Utah 84098, as well as the business operations conducted by any Released Party thereat, and/or any person or entity operating such business or managing the Facilities. “**Facilities**” means the area, facilities, features and any and all structures or equipment used or made available at Gorgoza Park, whether owned by the owner of Gorgoza Park, a Released Party, or by any other entity of any kind. “**Released Parties**” means, collectively (i) Powdr Corp., Parley’s Recreation Partners, L.L.C. d/b/a Gorgoza Park, and each of the respective shareholders, members, managers, directors, officers, agents, partners, sponsors, affiliates, employees, independent contractors, volunteers and guests of Powdr Corp. or of Parleys Recreation Partners, L.L.C. or any subsidiary, affiliate, or company under common control with one or more of the previously named entities; (ii) the owners and/or occupiers of the land on which Gorgoza Park is located; (iii) any person present at Gorgoza Park in a capacity as a journalist, reporter or representative of the media and/or is shooting stills and/or moving pictures in any media; (iv) any personnel who may interact with You in connection with medical matters in any capacity at Gorgoza Park; (v) any person at Gorgoza Park there to watch any event or activity taking place thereat, and (vi) any other person who has signed a waiver who is present at Gorgoza Park.

Assumption of Risks. You understand that being present at the Facilities, participating in winter sports or other activities at or near the Facilities in any capacity, including but not limited to spectating, skiing, snowboarding, snowtubing, riding mini-snowmobiles, or riding snow carousels (collectively the “**Activities**”), are inherently dangerous, and You fully realize the risks and danger of participating in the Activities and using the Facilities, which risks and dangers include, without limitation, the danger and risk of (i) **PHYSICAL INJURY AND/OR DEATH**; (ii) severe sunburn, dehydration, heat stroke, hypothermia, frost bite, lightning strike, animal attack, drowning and injuries caused by riding loading and unloading from the lift, terrain, facilities, equipment, collisions with people, man-made, or natural objects, Your own actions or those of other people such as staff, guests, media personnel and spectators; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks and concussions; (v) catastrophic injuries, such as brain injury and paralysis; (vi) property damage; (vii) other mental and emotional injury. You acknowledge and agree that any of the foregoing risks may arise from the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this Liability Waiver, **TO THE FULLEST EXTENT ALLOWED BY LAW, YOU FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR ALL SUCH DANGERS AND RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** You acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the Activities involves additional risks and dangers, which may include, without limitation, encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation in the Activities, and negligence of others. You understand that there are risks involved in the decision-making and conduct of the Released Parties involved with the Activities, including, but not limited to, the risk that an employee, instructor, or other staff member may misjudge Your abilities, conditioning, or misjudge weather, terrain, route selection, location, or some aspect of Your mental, emotional or physical condition that may make a certain portion of any Activity appropriate or inappropriate for You, including, without limitation, the acts, omissions, representations, carelessness, and negligence of the Released Parties.

Release and Indemnification. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY FOREVER RELEASE, DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which You have or which could be asserted on behalf of Yourself in connection with Your participation in the Activities or use of the Facilities, including, without limitation: (i) claims for any loss, damage, injury, illness, death, medical or other expense and/or property damage that You may suffer or that any other party may suffer, due to any cause whatsoever; and (ii) claims of negligence, breach of warranty, and/or breach of contract. **YOU HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES** from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to Your participation in the Activities or use of Facilities. Your obligation to the Released Parties in this paragraph survives the period of participation in the Activities or use of the Facilities.

Equipment. You agree to inspect before use all equipment offered for use at the Facilities in connection with the Activities (the “**Equipment**”) and to ask questions of the Gorgoza Park employees and/or instructors if You do not fully understand how to use either the Equipment or the Facilities. You acknowledge and agree that snowtubes provide **NO DIRECTIONAL CONTROL AND NO BRAKING OR STOPPING DEVICE**, and that snowtubes are solely user-controlled and operated devices. You agree and acknowledge that snowtubing includes inherent risks, such as the **SNOWTUBE MAY TIP OVER OR MAY LEAVE THE TUBING CHUTE**, and that **HIGH SPEEDS** may be experienced, which may enhance the risks inherent to the Activities. You warrant that information provided to Released Parties, instructors, staff, contractors and other personnel will be accurate and complete. You understand that alpine ski equipment forms a part of or all of a ski-boot-binding system which will **NOT RELEASE OR RETAIN** at all times or under all circumstances where **RELEASE OR RETENTION** may prevent injury to any part of the skier’s body, nor is it possible to predict every situation in which it will **RELEASE OR RETAIN** and it is, therefore, no guarantee of safety to any portion of Your body. If snowboard, skiboard or Nordic ski equipment is being furnished, You understand that these systems are **NOT DESIGNED NOR INTENDED TO RELEASE** in the event of a fall or other type of accident, that it functions differently from typical alpine ski equipment and that its use does **NOT PROTECT AGAINST NOR REDUCE THE**

RISK of injuries to any part of the user's body. You hereby authorize Released Parties to issue and fit the Equipment, if necessary, and You further understand and agree that You may not be available or present if and when a Child's Equipment is fitted and adjusted and hereby waive the opportunity to inspect the use and fitting of the Equipment. You understand that for certain activities requiring a helmet, You or a Child may be wearing a helmet, which does not guarantee safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. You accept for use "AS IS" any Equipment used for an Activity and agree to return either before use or promptly after discovery for replacement or repair any Equipment You believe to be damaged or defective in any way. You accept full responsibility for the care of the Equipment used for an Activity and agree that You will be responsible for the replacement at full retail value of any Equipment damaged or not returned.

Your Duties. You agree to read (and in the case of a Child, to explain to such Child if necessary), all posted signs and warnings. You must maintain control at all times while participating in the Activities. You are responsible for reading, understanding and complying with all signage and all other written or verbal instructions. You represent and warrant that You have (and each Child has) the physical dexterity and knowledge to safely engage in the Activities. You acknowledge and agree that You are solely responsible for evaluating Your (and each Child's) physical fitness, mental fitness, technical skills, and experience in order to assess suitability to engage in the Activities.

Media. You hereby authorize the use and reproduction of Your (and each Child's) name, image and/or likeness by Released Parties and its authorized representatives, without compensation or restriction. Photographers executing this agreement understand that images they take at Gorgoza Park may be used by Released Parties, at any time.

Medical Care. In the event of a medical emergency, You hereby give consent to Released Parties, or to any emergency medical personnel, to provide to You and each Child, any and all emergency first aid treatment and/or refer treatment to emergency personnel, physicians, dentists, or other medical care providers to You or Child. This care may be given under whatever conditions are deemed necessary at the time to preserve the life, limb or well-being of You and each Child. You agree to pay all costs associated with such treatment provided by said medical providers and related transportation for You or Child, and agree to INDEMNIFY and HOLD HARMLESS Released Parties for any cost incurred therein.

Acknowledgment Regarding Minors/Children. You acknowledge that You are not only signing this Liability Waiver on Your own behalf, but if any minor or child is listed below (each a "Child"), You are signing on behalf of each such Child. In executing this agreement, You declare under penalty of perjury under Utah law that You are doing so for Yourself and/or on behalf of any Child for whom You are the parent or legal guardian, and/or anyone under Your supervision. In the event that You execute this Liability Waiver on behalf of another person, and in the event that other person brings a claim against any of the Released Parties, You agree to defend, indemnify and hold harmless Released Parties as fully set forth above. Additionally, by signing this Liability Waiver as the parent or legal guardian of any Child, You understand that You are also waiving rights on behalf of each such Child that the Child otherwise may have, and are assuming responsibility for Child's fulfillment of certain obligations hereunder. Anyone wishing to participate in the Activities, who is under the age of 18 years, is required to have a parent or legal guardian read and sign this Agreement.

Miscellaneous. You further acknowledge and understand: (a) this Liability Waiver is made and executed in the state of Utah and shall be governed by, enforced in and construed in accordance with the laws of such state; (b) in executing this Liability Waiver, You are not relying on any inducements, promises, or representations made by the Released Parties; (c) You will not engage in any activities prohibited by any applicable laws, statutes, regulations, ordinance or policies of Released Parties; (d) this Liability Waiver constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Liability Waiver; (e) this Liability Waiver is a contract and is binding to the fullest extent permitted by law; (f) if any part of this Liability Waiver is deemed to be unenforceable, the remaining terms are an enforceable contract between the parties; and (g) this Liability Waiver shall be effective and forever binding upon Your heirs, next of kin, executors, administrators, successors, and assigns. You further represent and warrant that You have full authority to enter into this agreement on Your own behalf, and on behalf of each Child listed below.

In executing this agreement, I declare under penalty of perjury under Utah law that I have read and understand this agreement, and that I am doing so only for myself and/or on behalf of persons for whom I am the parent or legal guardian. In the event that I execute this Liability Waiver on behalf of another person, and in the event that other person brings a claim against any Released Party, I agree to defend, indemnify and hold harmless such Released Party as fully set forth above.

Signature of Participant / Parent or Legal Guardian _____ Date _____

Print Name of Participant / Parent or Legal Guardian _____ ZIP Code _____

MINORS/CHILDREN:

Name of Minor/Child 1: _____ Name of Minor/Child 2: _____

Name of Minor/Child 3: _____ Name of Minor/Child 4: _____

Name of Minor/Child 5: _____ Name of Minor/Child 6: _____

Name of Minor/Child 7: _____ Name of Minor/Child 8: _____