

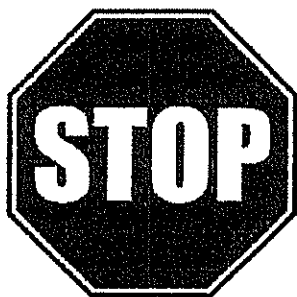
Cataloochee® Ski Area

Assumption of Risk and Liability Release Agreement

1. The purchase or receipt of a ticket or annual pass to ski or snowboard at Cataloochee Ski Area or tube at Cataloochee's Tube World is a revocable license to use the Cataloochee Ski Area facilities that are open to the public during normal business hours.
2. Such license may be revoked without refund for noncompliance with the terms of this Agreement or for violation of the Skiers Responsibility Code, the North Carolina Skier Safety Act or the Rules governing Freestyle Terrain, which are posted at www.cataloochee.com or the rules posted at the Tube World, in the discretion of Cataloochee Ski Area personnel.
3. As a holder of a ticket or annual pass, I assume the risk of injury to person or property to myself and any child for whom I am responsible resulting from any of the inherent dangers and risks of skiing, snowboarding or tubing and may not recover from Cataloochee Ski Area, its owners, directors, employees, equipment manufacturers or distributors for any injury resulting from any of the inherent dangers and risks of skiing, snowboarding or tubing.
4. Inherent risks of those activities include, but are not limited to: changing weather conditions in a high alpine environment; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers, snowboarders or tubers; variations in terrain; the failure of skiers and snowboarders to ski or ride within their own abilities; jumps; loading and unloading the lifts; slipping and falling while on the premises; snow, ice and water on walkways and steps; the failure of ski bindings to release following certain falls; and the inherent risks of Freestyle Terrain. Snowmaking and snow grooming may be in progress during these activities, which is also an inherent risk:
5. Inherent risks also include exposure to the COVID-19 virus. I agree to safeguard myself and my child and to follow all COVID-19 guidelines, including the wearing of face coverings, and I hereby assume the inherent risk of exposure to the COVID-19 virus to myself and my child as a result of using the Cataloochee Ski Area facilities.
6. If my child is participating in the CAT Trackers Kids Program or other ski school program: I agree to make an instructor aware of my child's current level of experience and age. I agree to watch any classes from a distance and not disturb classes in session. I agree that if my child cannot cooperate with the ski or snowboard instructor and due to excessive crying or fatigue must be returned to me, I will forfeit all monies paid.
7. I understand that using the Cataloochee Ski Area or Tube World snow tubing area for any purpose is HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH, and I and my child agree to ASSUME ALL RISKS, known or unknown, inherent or otherwise. I and my child understand that we must remain alert at all times, control our own speed, avoid other skiers, snowboarders or tubers and comply with signage and instructions of ski area or tubing area personnel. I and my child must know how to safely load, ride and unload the lifts and we will ask the lift operators or attendants for instruction if we need any assistance.

8. In consideration for this ticket or annual pass, I agree NOT TO SUE and to RELEASE Cataloochee Ski Area, its owners, directors, affiliates, employees as well as the manufacturers and distributors of any equipment that I rent from the ski area (each a "Released Party") from ALL LIABILITY for claims for injury, death or property damage arising from my use of this lift ticket or pass, including those based on any Released Party's NEGLIGENCE. I AGREE TO DEFEND AND INDEMNIFY each Released Party for all claims arising from my use or the use by a minor child for whom I am responsible of this ticket or annual pass. I agree, as the purchaser of this ticket or pass, to the terms of this Agreement on behalf of any minor child for whom I am responsible. I further agree that the exclusive jurisdiction for any claims I may bring against a Released Party related to this activity is in the Superior Court of Haywood County, North Carolina.

9. I further agree that the ticket or annual pass must be worn at all times and must be shown to the operators of the lifts and every time I or my child rides a lift. Failure to display a valid ticket or annual pass will result in dismissal from the lift line. This ticket or annual pass is for my personal use only or the use by a minor child for whom I am responsible. Transferring the ticket or pass is not permitted and will result in the total revocation of the ticket or pass without refund. I will read and heed all posted signs. I hereby grant my permission to copyright and use, re-use and publish, and republish photography and videos of myself and my child which may be used in any printed, online or advertising materials for or related to Cataloochee Ski Area.



By signing this agreement, I, the undersigned, have read and understood the terms of the Assumption of Risk and Liability Release Agreement. I am signing freely and of my own accord, and I agree to be legally bound to the agreement printed here, on the website www.cataloochee.com and on signs posted at the resort. In the event that I am signing it on behalf of any minor child for whom I am responsible, that I have full authority to do so, realizing its binding effect on them as well as myself.

Printed Name

Address, City, State, Zip

Signature of ADULT

Signature of MINOR if under 18

Email

DATE

In addition, by signing below, I am authorizing an LMPC approved youth leader to sign a copy of Cataloochee's Rental Release and Assumption of Risk Agreement, which I have already signed as a separate document, but may require an in-person signature during check-in at the Cataloochee Ski Area.

Signature of parent/legal guardian _____