

## Terms and Conditions; Release and Waiver of Liability

These Terms and Conditions apply to the sale of a vacation package (the "Package") by Hideaway Holiday Adventures LLC ("Hideaway"), including a stay at the property commonly known as Hideout Lodge (the "Property"). The Release and Waiver of Liability (this "Release") included herein is made and provided by and on behalf of each person (a "Participant") who purchased the Package, will stay at the Property as part of the Package, or will participate in any activities arranged by Hideaway. During Participant's stay at the Property, Participant may engage in certain winter sports or other leisure or entertainment activities (the "Activities") either independently or arranged by Hideaway. This Release shall be effective on the date of its electronic acceptance by any Participant as if executed and delivered to Hideaway by each Participant.

In consideration of Hideaway permitting Participant to enter onto the Property and participate in the Activities, each Participant, on behalf of himself or herself, his or her personal representative, heirs, and next of kin, does hereby stipulate and agree:

**1. PAYMENT TERMS; CANCELLATIONS.** Fifty percent (50%) of the cost of the Package shall be due at the time of booking the Package and the remaining 50% shall be due on the earlier of 90 days prior to the first scheduled date of stay at the Property or November 30 prior to the scheduled date of stay at the Property. Hideaway does not refund any amounts paid for the Package due to cancellations, weather conditions or otherwise. If Participant wishes to cancel the Package and provides notice to Hideaway at least 90 days prior to the first scheduled date of stay at the Property, Hideaway will allow Participant to apply the amount paid for the Package to any future trip that Participant may schedule through Hideaway. Hideaway will not provide refunds or credits for unexpected weather or cancellations within 90 days prior to the first scheduled date of stay at the Property.

**2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.** Participant understands and acknowledges that the Activities involve inherent risks and are very dangerous, and that he or she may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks and dangers may be caused by Participant's own actions or inactions, the actions or inactions of others partakers in the Activities, the condition of the Property, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 3 of this Release). Participant acknowledges that Hideaway does not control or maintain the public land around the Property and that any Activities on such land are at Participant's risk, including any search and rescue charges that Participant may incur due to Activities on such land. Participant also acknowledges that any injuries he or she may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties or others. Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the Activities. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ENTRY ONTO THE PROPERTY AND PARTICIPATION IN THE ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

**3. PARTICIPANT'S REPRESENTATIONS.** Participant acknowledges and represents that: (1) Participant is qualified to participate in the Activities, including having the physical ability and experience necessary to safely participate in the Activities; (2) Participant shall at all times follow all the rules and regulations for the Activities and the Property, as may be established or modified by the owner of the Property or Hideaway; (3) Participant has informed himself or herself about the Activities, either by previous participation in the Activities or pursuant to his or her investigation; and (4) Participant has fully read and understands each of the provisions of this Release, and prior to signing this Release had the opportunity to consult with an attorney.

**4. RELEASE FROM LIABILITY.** Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release Hideaway and its affiliates, members, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant's entry upon the Property or participation in the

Activities, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Participant while on the Property or in any way related to the Activities.

**5. COVENANT NOT TO SUE.** Participant agrees, for himself or herself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Participant may sustain while on the Property or participating in the Activities.

**6. INDEMNIFICATION.** Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Participant's involvement in any of the Activities or Participant's use of the Property, whether caused by the negligence of Released Parties or otherwise.

**7. NO DUTY TO SUPERVISE.** Participant acknowledges and agrees that he or she is aware that the Released Parties have no duty to supervise the activities of Participant or any other person within the Property. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.

**8. GOVERNING LAW AND VENUE.** This Release agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in Los Angeles County, California.

**9 WAIVER.** No waiver of any term or right herein shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision herein shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**10. COMPLIANCE WITH LAWS.** Participant shall comply with all applicable federal, state, regional and local laws, rules and regulations in the performance of the terms herein, the use of the Property and participation in the Activities.

**11. SEVERABILITY.** If any provision or portion of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**12. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT.** This agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.