

Bellevue Ski School — 2023
Assumption of Risk; Medical Consent; Release of Liability; and Indemnification Obligation
(Volunteer)

The undersigned volunteer (Volunteer) wants to participate in the activities offered by the Bellevue Ski School, which is operated by the Bellevue Ski Council, a Washington nonprofit corporation (*Bellevue Ski School*). This Assumption of Risk; Medical Consent; Release of Liability; and Indemnification Obligation (*Waiver*) has legal consequences that are binding on Volunteer, and Volunteer's family. As used in this Waiver, the word *including* has its normal meaning and indicates a partial list (and has the same meaning as "including, but not limited to" and "including without limitation"). Volunteer may be referred to collectively as *I, me, my, or myself*.

In partial exchange for Bellevue Ski School allowing me to participate in Bellevue Ski School's programs and activities during the 2022 ski season (*Activities*), I agree as follows:

1. **Review of Waiver; Authority to Sign; Consent.** I have carefully read this Waiver. I have the authority to enter into this Waiver.
2. **Review and Understanding of the Risks; Responsibility to Determine Volunteer's fitness to participate in the Activities.**
 - a. I have reviewed the description of the risks described in **Appendix A** of the Handbook (defined below) and the COVID-19 Risks described in **Exhibit 1** of the C-19 Return Plan (defined below). I have also informed myself to my satisfaction regarding the risks associated with the Activities and C-19. **C-19** means COVID-19 (corona virus disease 2019), including all variants.
 - b. I have reviewed the Bellevue Ski School Handbook (*Handbook*), a copy of which may be found at <https://bellevueskischool.com/forms/#handbook>. Bellevue Ski School may revise the Handbook at any time, in its sole discretion.
 - c. I have reviewed the Bellevue Ski School COVID-19 Return Plan (**C-19 Return Plan**), a copy of which may be found at <https://bellevueskischool.com/forms/#covid-19-policy>. Bellevue Ski School may revise the C-19 Return Plan at any time, in its sole discretion. I am not relying in any way on any representation of fact or medical opinion, express or implied, made by Bellevue Ski School or any of its directors, officers, employees (if any), volunteers, or other agents regarding the health risks associated with C-19.
 - d. I will exercise my best efforts to comply with Bellevue Ski School's C-19 Return Plan. I have reviewed the requirements of the C-19 Return Plan and will comply with the requirements of the C-19 Return Plan. I will also closely monitor my health and will not participate in any Bellevue Ski School activity if I display any C-19 symptoms or if I test positive for C-19 or have been placed in quarantine by my workplace. I will regularly check for updates at Bellevue Ski School's website (<https://www.bellevueskischool.com/>) to determine whether there have been updates to the C-19 Return Plan, the C-19 Assumption of Risk, or other Bellevue Ski School information, all of which Bellevue Ski School may modify from time-to-time, in Bellevue Ski School's sole discretion.
 - e. I will follow all Bellevue Ski School's policies, procedures, rules, and instructions, including the safety, etiquette, general conduct, and other policies, procedures, and rules, described in the Handbook.
 - f. I understand and commit that while at Summit Facilities (defined below) for any Activity, I will follow the instructions of the ski patrol and safety personnel at the Summit Facilities and must obey all Summit Facilities rules regarding the use of the Summit Facilities. I will follow all those instructions and obey all those rules.
3. **Fitness to Participate.** Before I participate in any Activities, I will assess my fitness to participate in the Activity. I will participate in the Activities only if I believe I am fit enough to participate.
4. **Medical Consent.** I grant Bellevue Ski School permission to call 911 for emergency medical aid or to take me to a physician or hospital for medical treatment, or both. If Bellevue Ski School or any of its directors, officers, employees (if any), or volunteers believe I sustained an injury or otherwise requires medical treatment, I give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve my life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred

on my behalf. I will fully and immediately reimburse Bellevue Ski School and any other Released Person (defined below) for any of those expenses that Bellevue Ski School or any other Released Person chooses to advance, in its sole discretion. Bellevue Ski School and Released Parties have no obligation to advance any expenses on my behalf.

5. **Assumption of All Risks.** I assume All Risks associated with my participation in the Activities. **All Risks** means the possibility of injury, damage, illness, hospitalization, death, financial loss, emotional loss, social loss, wage loss, property damage, the risks described in **Appendix A** of the Handbook, and the risks described in **Exhibit 1** of the C-19 Return Plan, and any other injury or damage, among every other possible risk.
6. **Release of Claims.** I hereby release, to the extent permitted by law, Bellevue Ski School and Bellevue Ski School's past, current, and future directors, officers, employees (if any), and volunteers; Boyne USA Inc. and its owners, directors, officers, agents, and subsidiaries, including Ski Lifts Inc. (**Summit**) and its directors, officers, employees, and agents and subsidiaries; and the U.S. Government and its officials, employees, agents, contractors, and subsidiaries (with all released persons collectively referred to as the **Released Persons** and individually as a **Released Person**) from all Claims. The term **Claims** means every possible claim, expense, or other liability for any injury (including death), damage, or other loss related to or arising from my participation in any of the Activities or resulting from any other cause, whether arising from negligence, breach of contract, deviation from any Bellevue Ski School policy or procedure (including deviation from the C-19 Return Plan), use of the slopes, equipment, or any of the other facilities or services at any Summit Facilities, or any other legal or equitable theory. **Summit Facilities** means The Summit at Snoqualmie, including Alpental, Summit West, Summit Central, and Summit East and all grounds, slopes, equipment, and other facilities at those locations owned or controlled by any Released Person, including Summit.
7. **Photo Release.** Both Bellevue Ski School and Ullr Incorporated and their respective employees, volunteers, and other agents may take photographs, video, and other images and audio recordings of me during any Bellevue Ski School activity (including bus rides) for use in any print or electronic publication or marketing materials for the Council, Bellevue Ski School, or Ullr Incorporated, without the payment of any royalties or other compensation to me.
8. **Covenant Not to Sue.** I covenant not to sue Bellevue Ski School or any other Released Person (whether for myself, on behalf of myself, any member of my family or household, or any other person or entity, including any trust or estate) regarding any Claims.
9. **Obligation to Indemnify and Defend.** I will defend and indemnify Bellevue Ski School and all other Released Persons regarding all Claims. This includes my obligation to defend and indemnify Bellevue Ski School and all other Released Persons against all Claims, whether asserted by me, any other member of my family or household, or any other person or entity (including any trust or estate).
 - a. Among other things, this means that if I (or anyone acting or purporting to act for me) or any other member of my family or household, or any other person asserts a Claim or files a lawsuit against Bellevue Ski School or any other Released Person regarding any Claim, then I will immediately and fully defend and indemnify the Released Person regarding that Claim (as defined above).
 - b. This means, among other things, that I will, on demand, pay the fees and costs of the lawyers the Released Person retains to defend the Released Person against any Claim (as defined above).
 - c. It also means I will also pay the sum of any judgment entered against the Released Person or any settlement paid by the Released Person regarding any Claim (as defined above).

I understand and agree that this Waiver is legally binding and is necessary to protect Bellevue Ski School and the other Released Persons. I have legal authority to sign this Waiver and sign it intending to be bound strictly to it.

Signature of Volunteer

Print Name of Volunteer

Date