

**ASPEN HELI-SKIING
RELEASE OF LIABILITY, ASSUMPTION OF RISKS, INDEMNIFICATION AGREEMENT, AGREEMENT NOT TO SUE AND
ACKNOWLEDGEMENT OF RISKS AND HAZARDS**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is participating in **ASPEN HELI-SKIING GUIDED HELICOPTER SKIING AND/ OR SNOWBOARDING** shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the "PARTICIPANT" when the "PARTICIPANT" is age 18 or older **OR** it means both the "PARTICIPANT" and the "PARTICIPANT'S" parent or legal guardian when the "PARTICIPANT" is under the age of 18. THE UNDERSIGNED agrees and understands that **GUIDED HELICOPTER SKIING AND/ OR SNOWBOARDING** and/or any other uses of **HD2 OpCo, Inc. dba ASPEN HELI SKIING** facilities or services, including but not limited to the use of terrain, trails, base areas, lodges, buildings, parking areas, lifts, shuttle buses, vehicles, and other equipment including but not limited to helicopters used and/or contracted by HD2 OpCo, Inc., hereinafter the "ACTIVITY" can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED is further advised that a person using any of the facilities of **HD2 OpCo, Inc. dba ASPEN HELI-SKIING** is considered a skier. THE UNDERSIGNED acknowledges and understands the following **WARNING** concerning the dangers and risks of skiing and understands that the PARTICIPANT, as a "skier" under Colorado law, **ASSUMES THE FOLLOWING RISKS:**

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions (avalanches); bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

The Ski Safety Act was amended in 2004 to include CLIFFS, EXTREME TERRAIN, JUMPS AND FREESTYLE TERRAIN and, since 2012, AVALANCHES are also considered as inherent dangers and risks of the sport.

The UNDERSIGNED further understands, acknowledges and agrees that in signing this Agreement, **UNDERSIGNED is expressly acknowledging and assuming additional inherent risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond those specifically outlined in the Colorado Ski Safety Act, including but not limited to the following:**

AVALANCHES, which can frequently occur in the mountain terrain used for HELICOPTER GUIDED SKIING AND/ OR SNOWBOARDING which may be caused by manmade or natural forces, including but not limited to, steepness of slopes, snow depth, instability of snow pack, changing weather conditions, or by skiers, and the unpredictability of the terrain. Avalanches on or near steep slopes cannot be eliminated and is a risk inherent to HELICOPTER GUIDED SKIING AND/ OR SNOWBOARDING. **HELICOPTERS**, which can crash and/or cause injury or death due to winds, poor visibility, blowing snow, mechanical malfunctions, pilot error, ground crew error, bad fuel, overloading or overweighting of the helicopter, contact with helicopter rotors, operations in high elevations and steep terrain. **MOUNTAIN TERRAIN /ALPINE ENVIRONMENTS**, such as that which will be encountered by PARTICIPANT at all times, have steep slopes which may contain dangerous obstacles and hazards which may be hidden or covered by snow. Obstacles and hazards include, but, are not limited to crevasses, ice, snow cornices, snow immersion, tree wells, tree stumps, creeks, cliffs, rocks and boulders, forest deadfall, holes, depressions below the snow surface, and varying, difficult snow conditions, man-made obstacles and hazards which include but are not limited to, roads, steep road banks, abandoned mines and debris, fences, rebar and other manmade structures, slick or uneven walking surfaces or surfaces covered with ice or snow. **EQUIPMENT FAILURE**, equipment of any kind used while participating in the ACTIVITY may malfunction, fail or break. **THE TERRAIN** used for HELICOPTER GUIDED SKIING AND OR SNOWBOARDING may not have been skied previously, is not regularly patrolled or controlled, inspected or maintained. Due to the forested areas, wild and rugged terrain, bad weather, lack of signage, ski patrol or ski guide errors, or HD2 OpCo, Inc. dba ASPEN HELI-SKIING's negligence, skiers may become lost or accidentally enter into areas of the mountain closed to skiing, or become separated from the HD2 OpCo, Inc. dba ASPEN HELI-SKIING or SILVERTON GUIDES guide, and/ or the other participants. Communication in mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be available or delayed. **OTHER RISKS**, may include chairlift operations, shuttle bus, vehicle, snowcat and heavy equipment operations, snow removal operations, and all other areas and operations of the facilities. **EXPLOSIVES** may be detonated which can cause death, injury and permanent hearing damage or complete loss of hearing. **UNDETONATED EXPLOSIVES** which may be found which can cause death, injury and permanent hearing damage or complete loss of hearing. **PARTICIPANT** recognizes that injuries and or death are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

3. In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agrees to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY, and PARTICIPANT agrees to be personally responsible for PARTICIPANT's preparation to participate in the ACTIVITY, including PARTICIPANT'S physical condition and knowledge and skill necessary to participate in the ACTIVITY. Additionally, THE UNDERSIGNED agrees to **HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY, AND PROMISE NOT TO SUE HD2 OpCo, Inc. dba ASPEN HELI-SKIING**, its parent and affiliated organizations and companies, the United States (including, but not limited to the U.S. Department of Interior, U.S. Bureau of Land Management), their respective agents, employees, representatives, assignees, officers, managers, directors, members, medical providers or shareholders, and any of their insurance carriers, specifically also including but not limited to Precision LLC and/or Pathfinder Aviation LLC, and or the helicopter owners, lessors, and or operators who may provide transportation for PARTICIPANT (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY including claims arising from injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, including those claims based on any malfunction or absence of equipment, any RELEASED PARTY's alleged or actual NEGLIGENCE, BREACH OF any express or implied WARRANTY, breach of contract, or breach of any statutory or other duty of care, or mistakes or errors in judgment of any kind. By signing this release, THE UNDERSIGNED agrees that they are releasing any right to make a claim or file a lawsuit against any Released Party.** THE UNDERSIGNED AGREES TO **DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

4. UNDERSIGNED represents that the PARTICIPANT is in good health and there are no special problems associated with his/her/their care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to an ambulance, medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agrees that upon PARTICIPANT's transport to any such ambulance, medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED **agrees to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.** THE UNDERSIGNED releases the rights of any images, photos, or video taken of the PARTICIPANT while in the ACTIVITY

to **HD2 OpCo, Inc. dba ASPEN HELI-SKIING** for any promotional use or any other use. THE UNDERSIGNED also agrees not to obtain, or attempt to obtain a "Charge back" refund from their credit card company and that THE UNDERSIGNED will be financially responsible to pay for any and all damages done to HD2 OpCo, Inc. owned, utilized or contracted equipment, vehicles, aircraft or any other item that may be damaged by the PARTICIPANT.

5. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the services provided by HD2 OpCo, Inc. **dba ASPEN HELI-SKIING**, THE UNDERSIGNED agrees that **ANY AND ALL CLAIMS** including injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO**. The UNDERSIGNED further **AGREES TO DEFEND AND INDEMNIFY/REIMBURSE** each RELEASED PARTY for any and all claims of the UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from PARTICIPANT's participation in the ACTIVITY. The UNDERSIGNED agrees to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of The UNDERSIGNED.

6. In the case where PARTICIPANT is a minor, the undersigned parent or legal guardian acknowledges that he/she/they is also signing this release on behalf of the minor PARTICIPANT, and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she/they is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the ACTIVITY.

7. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

8. By signing this agreement without a parent or guardian's signature, the PARTICIPANT presents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

9. THE UNDERSIGNED agrees and understands that this release is applicable to each and every day PARTICIPANT participates in the ACTIVITY. In entering this Agreement and/or deciding to participate in the ACTIVITY, PARTICIPANT is not relying on any written or oral representations or statements by any RELEASED PARTY.

10. **CUSTOMER RELEASE AND WAIVER OF AVIATION PROVIDER.** PARTICIPANT (in this section, "Customer") hereby acknowledges and agrees that an Aviation Charter Company ("AVIATION PROVIDER") may be providing helicopter lift services, at Customer's request through booking with HD2 OpCo, Inc.. Customer recognizes that AVIATION PROVIDER's only services to Customer are in flight transport, beginning upon Customer's entering the Aircraft and ending upon Customer's exiting the Aircraft. AVIATION PROVIDER does not operate and does not control any part of the Customer's experience before the Customer enters the Aircraft or after the Customer exits the Aircraft. **CUSTOMER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS OF ANY KIND AGAINST AVIATION PROVIDER, its affiliated organizations and companies, the helicopter owners, lessors, and or operators who may provide transportation for PARTICIPANT, any of their insurance carriers, their respective agents, employees, representatives, assignees, officers, managers, directors, members, medical providers or shareholders REGARDING ANY and ALL CLAIMS, INCLUDING ANY THAT OCCUR BEFORE THE CUSTOMER ENTERS THE AIRCRAFT OR AFTER THE CUSTOMER DEPARTS THE AIRCRAFT.**

Customer's Initials (or Initials of Parent or Legal Guardian if Customer Under 18 Years of Age) _____

11. I acknowledge the contagious nature of the Coronavirus/COVID and that the CDC and many other public health authorities **COVID/CORONAVIRUS** I acknowledge the contagious and dangerous nature of the Coronavirus/COVID and or other contagion and that the CDC and other public health authorities recommend practicing social distancing which may not be practical or feasible in a ski mountain operational setting. I understand that the risks of becoming exposed to and/or infected by the Coronavirus/COVID that may result from the actions, omissions, or negligence of myself and others. PARTICIPANT recognizes that injuries and or death are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. I AM AWARE THAT SHOULD I NOT WISH TO ENTER THIS AGREEMENT, I AM FREE TO HELICOPTER SKI / SNOWBOARD ELSEWHERE.

Print Participant Name: _____

Signature: _____ Date: _____

As a parent/guardian of the minor Participant above, I acknowledge that I am authorized to sign this Agreement for the minor. I acknowledge and agree that I have read the foregoing release, and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to **INDEMNIFY, DEFEND and HOLD HARMLESS each RELEASED PARTY** as defined on this form for any claim, suit, expense or loss which arises out of the above-named minor's participation or which arises out of the minor's presence on the RELEASED PARTY's premises.

Print Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____