

VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM

This Release and Waiver of Liability (the “release”) executed on April 15th, 2023 by _____ (“Volunteer”) releases Montage Mountain Resorts, LP (“MMR”), a corporation organized and existing under the laws of the State of Pennsylvania and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for MMR and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer’s relationship with MMR is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that MMR will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to MMR.

1. **WAIVER AND RELEASE:** I, THE VOLUNTEER, RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS MMR AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM THE SERVICES I PROVIDE TO MMR. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE DISCHARGES MMR FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST MMR WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM THE SERVICES I PROVIDE TO MMR OR OCCURRING WHILE I AM PROVIDING VOLUNTEER SERVICES.
2. **INSURANCE:** FURTHER I UNDERSTAND THAT MMR DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE ME WITH FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY BENEFITS OR INSURANCE. I EXPRESSLY WAIVE ANY SUCH CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF MMR BEYOND WHAT MAY BE OFFERED FREELY BY MMR IN THE EVENT OF INJURY OR MEDICAL EXPENSES INCURRED BY ME.
3. **MEDICAL TREATMENT:** I HEREBY RELEASE AND FOREVER DISCHARGE MMR FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST-AID TREATMENT OR OTHER MEDICAL SERVICES RENDERED IN CONNECTION WITH AN EMERGENCY DURING MY TENURE AS A VOLUNTEER WITH MMR.
4. **ASSUMPTION OF RISK:** I UNDERSTAND THAT THE SERVICES I PROVIDE TO MMR MAY INCLUDE ACTIVITIES THAT MAY BE HAZARDOUS TO ME INCLUDING, BUT NOT LIMITED TO PLANTING TREES & USING HAND TOOLS INVOLVING INHERENTLY DANGEROUS ACTIVITIES. AS A VOLUNTEER, I HEREBY EXPRESSLY ASSUME RISK OF INJURY OR HARM FROM THESE ACTIVITIES AND RELEASE MMR FROM ALL LIABILITY.
5. **PHOTOGRAPHIC RELEASE:** I GRANT AND CONVEY TO MMR ALL RIGHT, TITLE, AND INTERESTS IN ANY AND ALL PHOTOGRAPHS, IMAGES, VIDEO, OR AUDIO RECORDINGS OF ME OR MY LIKENESS OR VOICE MADE BY MMR IN CONNECTION WITH MY PROVIDING VOLUNTEER SERVICES TO MMR.
6. **OTHER:** AS A VOLUNTEER, I EXPRESSLY AGREE THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF PENNSYLVANIA AND THAT THIS RELEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF PENNSYLVANIA. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS RELEASE IS DEEMED INVALID, THE ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS RELEASE SHALL NOT BE AFFECTED.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

VOLUNTEER SIGNATURE

DATE

Parent/Guardian Signature [if Volunteer is under the age of 18]

DATE