

**DANCING SNOW  
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND  
ASSUMPTION OF RISKS AGREEMENT  
(hereinafter the “Release Agreement”)**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT.  
PLEASE READ CAREFULLY!**

In this Release Agreement the term “Dancing Snow Programs” includes guided ski and snowboard tours, snow hiking, ski lessons and orientation or instructional sessions; clinics; competitions and events; and access to the ski area and use of all facilities including lifts.

**ASSUMPTION OF RISKS**

I agree to assume all risks and hazards of participating in Dancing Snow Programs including: slips and falls, collision or impact with natural or man-made objects or with other persons; failure of equipment, whether my own or rented; travel within or beyond the ski area boundaries, or to locations outside of the Myoko area; and negligence on the part of Dancing Snow and its employees, ski and snowboard instructors, guides, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively “Dancing Snow”). I understand that negligence includes failure on the part of Dancing Snow to safeguard or protect me from the risks, dangers and hazards of participating in Dancing Snow Programs.

**RELEASE OF LIABILITY**

I agree to waive any and all claims and to release Dancing Snow from any and all liability from any loss, damage, expense or injury, including death, that I may suffer as a result of participating in Dancing Snow Programs, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act on the part of Dancing Snow. I understand that negligence includes failure on the part of Dancing Snow to safeguard or protect me from the risks, dangers and hazards of participating in Dancing Snow Programs. I agree that any litigation involving Dancing Snow shall be brought solely within Japan, and shall be within the exclusive jurisdiction of the courts of Japan. I further agree that these conditions and any rights, duties and obligations as between Dancing Snow and myself shall be governed by and interpreted solely in accordance with the laws of the Japan and no other jurisdiction.

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL SUBSEQUENT  
DANCING SNOW PROGRAMS.  
DANCING SNOW’S LIABILITY IS EXCLUDED BY THESE CONDITIONS.**

Participant Name (please print clearly):	Date:
Signature of Participant	
Parent/Guardian Name: (print clearly)	Signature of Parent/Guardian

*Dancing Snow respects your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that deliver our products and services to you. Your personal information will not be shared, without your consent, with third parties.*