

LIABILITY WAIVER

White Mountain Vacation Village Recreational Subdivision Association, Inc., an Arizona nonprofit corporation (the "Association") and its Recreation Committee ("Committee") plan, schedule, organize and hold certain recreational events and activities for Association members and guests ("Committee Events").

In consideration for permitting the undersigned Participant to join and participate in Committee Events, and in further consideration of the mutual covenants contained in this agreement and for valuable consideration, the parties agree as follows:

1. Waiver

Participant, for myself and on behalf of my child(ren), spouse, legal guardian, personal representative, heirs, executors, assigns and/or next of kin (collectively, the "Bound Parties"), do hereby waive, release, relinquish, discharge and covenant not to sue the Committee, its members, employees, agents and volunteers, and the Association, its directors, officers, employees, agents, volunteers, representatives, independent contractors, and affiliated persons and entities (collectively, the "Released Persons"), from any and all damage, claims for liability and cause(s) of action of any kind, including, but not limited to, for personal injury, property damage or wrongful death occurring to Participant, arising out of or related to Committee Events and operations incidental thereto, whenever or however they occur, whether caused by the negligence of the a Released Person, other observers or participants, or otherwise, and for such period of time as said activities and incidental operations may continue.

2. Indemnity

Participant further agrees to indemnify and hold all Released Persons harmless from any and all loss, damage, claims, liabilities, actions, suits, procedures, costs and expenses, including attorney's fees, which may be incurred, now or in the future, caused, arising out of or in any way related to Participant's participation in Committee Events and operations incidental thereto.

3. Assumption of Risk

Participant hereby acknowledges and understands that traveling to and from the site of Committee Events, intermingling with other participants, participating in the Committee Event, and any other hazards and dangers that are integral to recreational activities that take place in an outdoor or recreational environment carry with them a potentially serious threat of danger and risk of serious injury, death and/or property damage. More specifically, Participant acknowledges and understands that: (i) certain inherent, foreseeable and unforeseeable dangers and risks exist in the Participant's involvement in the activities; (ii) the Participant's involvement in the activities may result in injury or damage to the Participant's property and/or person; and (iii) these dangers and risks may be caused by (a) the action or inaction of one or more of the Released Persons, other observers or participants, a member of the general public, wildlife or other natural conditions, (b) a failure to maintain, inspect, supervise, control or warn of dangerous conditions by one or more of the Released Persons, (c) accident, (d) forces of nature, or (e) other causes. Participant voluntarily assumes these risks. Participant further agrees that if Participant drives or provides his or her own motor vehicle for transportation to, during, or from the Committee Event, Participant is responsible for Participant's own acts and for the safety and the security of Participant's own vehicle. Participant accepts full responsibility for the liability of Participant's passengers during any Committee Event. Participant agrees that if Participant is a passenger in such a private vehicle, then the Association or Committee is not in any way responsible for the safety of such transportation and that the Association or Committee does not cover any damage or injury suffered in the course of traveling in such a vehicle.

4. Scope

The Bound Parties hereby understand that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and further agree that all of the dangers and risks described throughout this agreement, including those caused by the negligence of the Participant, the Released Parties and/or others, are included within its scope. The Bound Parties assume full responsibility for any danger and risk of injury, death and/or property damage. If the law of any controlling jurisdiction renders any portion of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent allowed by controlling law.

5. Acknowledgment

Participant acknowledges that he/she is signing this document on behalf of the Bound Parties and agrees to be specifically bound to all of the terms and conditions herein. The undersigned further acknowledges and covenants that he/she has read this Liability Waiver, fully understands its terms, understands that the Bound Parties have given up substantial rights by signing it, is aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to him/herself or the Participant and intend his/her signature to be a complete and unconditional release of all liability to the maximum extent allowed by controlling law. Participant acknowledges and agrees that this liability waiver shall remain in effect until revoked in writing and acknowledges and agrees that it is Participant's responsibility to update his or her information on an annual basis.

PARTICIPANT NAME (PRINT)

PARTICIPANT WMVV ADDRESS

UNIT & LOT NUMBER

PARTICIPANT SIGNATURE

DATE SIGNED