



**WARNING, ACKNOWLEDGMENT OF RISK
AND INDEMNITY AGREEMENT**

Season Pass Holder's Name

Address

City

State

Zip

Phone

Date of Birth

I understand and acknowledge that snow skiing (including telemark) and snowboarding involve many natural and man-made **RISKS, DANGERS** and **HAZARDS**, including but not limited to changing weather, snow and light conditions, variations and steepness in terrain, terrain parks, impact with lift towers and other structures, cliffs, drop-offs, avalanches, obstacles including moguls, forest growth, bare spots, wildlife, rocks, debris and lift towers, equipment failures, collisions, incidents relating to chairlift loading, riding, and unloading, exceeding my own skiing ability, and the negligence of others. I also understand and acknowledge that I may encounter such risks, dangers and hazards at any time or place, and that serious **INJURY** or **DEATH** may result. I further acknowledge and understand that Snowbird is NOT a guarantor of my safety or the safety of my children, whether in ski school or otherwise.

(continued on other side)

In consideration of me (or, if applicable, my minor child) being issued a Season Pass to ski and/or snowboard at Snowbird or otherwise use Snowbird's facilities, I agree to **INDEMNIFY** (i.e. reimburse) Snowbird fully for any damages assessed against Snowbird and for any reasonable attorneys' fees, costs, and expenses incurred by Snowbird in its defense that result from any injuries or damages caused by me or by any child of mine, in whole or in part, to any other individual and/or any other individual's property.

I also agree that any legal action taken against Snowbird shall be filed in the Third Judicial District Court, Salt Lake County, State of Utah and enter into this agreement voluntarily and agree that it is binding upon me, my heirs, successors, assigns and legal representatives.

I have been informed of the terms, conditions and limitations pertaining to my pass (and/or that of my child), and I understand and accept them.

I understand a \$40 replacement fee is charged for lost or stolen passes. Fraudulent use of passes or violations of mountain policies may result in legal prosecution and/or loss of lift privileges with no compensation.

I understand all policies regarding my season plan purchase and Snowbird's refund policy. Credit for unused 2009-2010 ski days on Daily Ticket Plans will not be extended after March 31, 2011. After this date all remaining credit will be lost.

By signing this Snowbird 2009-2010 Season Pass Agreement, I voluntarily acknowledge and agree to all of the foregoing.

Date

Signature of Season Pass Holder or Parent or Guardian of Minor Season Pass Holder

Minor Child's Name Printed Name of Parent or Guardian of Minor Season Pass Holder