

# Summer Activities 2018



## RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

READ CAREFULLY BEFORE SIGNING

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.

The participant identified below, who is at least 18 years old (the "Adult") has read this agreement and has signed it, or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian (the "Adult"), has read this agreement and signed it on behalf of him/herself and the Minor. The Adult or the Minor participant and the Minor's parent or legal guardian collectively, will be referred to herein as the "Undersigned". "Participant" refers to the person actually using the Aerial Tram, Chairlifts, Tunnel, Wrecktangle, Alpine Slide, Mountain Coaster, Vertical Drop, Ropes Course, Mini Ropes Course, Climbing Wall, Bungee Trampolines, Tree Climb, Mini Tree Climb, Spider Mountain, Gemstone Mining, Tubing, Inflatables, Guided Hiking, Fishing, including single track trails, mountain roads, parking lots, (collectively the "Activity") at Snowbird Resort LLC and Affiliates (the "Resort").

The Undersigned understand and agree that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability, and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.

THE PERSON SIGNING BELOW ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT FOR HIM/ HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, HE/SHE IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY UTAH LAW.

Undersigned understand and agree that the Activity in which Participant will be engaged involves risks, known or unknown, inherent or otherwise, and that some of which are described herein. Undersigned understand and agree that the Activity may involve strenuous physical activity that may be hazardous to some people due to their physical condition and that outdoor activities, especially those conducted at high altitudes, involve dangers and risks that can lead to serious injury and death. Such dangers and risks include, without limitation, man-made obstacles, becoming lost or disoriented, rapidly changing weather conditions, exposure to the sun, rain, snow, hail and lightning, hypothermia, dangers caused by other persons engaged in similar activities, the possible occurrence of landslides and flooding, skin irritations and illness due to plants, clothing damage, wildlife encounters, falling trees and limbs, falling rocks and reduced oxygen in the air at high altitude.

Undersigned understand and agree that there are risks involved in decision-making and conduct of the Resort's employees involved with the Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort personnel and the risk that an instructor/coach/guide may misjudge Participant's abilities, conditioning, or misjudge weather, terrain, trail conditions, route selection, location, or some aspect of Participant's mental, emotional or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Participant.

Undersigned understand and agree that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lift and access the terrain they choose. Adult also understands and agrees that Minor may be riding the lift without being accompanied by an adult and hereby gives permission for the Minor to do so. Adult agrees that he/she will instruct and direct Minor to abide by the rules and regulations of the Resort and to follow instruction and direction from Resort staff. Adult for him/herself and/or, if applicable, on behalf of Minor hereby freely and expressly agrees to ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH to the Participant in any way connected with the Activity. RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY AND, IF APPLICABLE, VOLUNTARILY CHOOSES TO ALLOW MINOR TO PARTICIPATE IN THE ACTIVITY AND REPRESENTS THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO SAFELY PARTICIPATE IN THE ACTIVITY AND WILL AT ALL TIMES PARTICIPATE IN THE ACTIVITY IN A PRUDENT AND RESPONSIBLE MANNER.

By signing this Agreement Undersigned acknowledge the risks associated with the Activity and, as a condition to Participant engaging in the Activity, Undersigned agree to: (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in the Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS (INCLUDING CLAIMS OF NEGLIGENCE) against Snowbird Resort LLC, Powdr Corp., Human Movement, LLC and all affiliates, insurance carriers, parents, subsidiaries, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents as well as any Activity sponsors, equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever (INCLUDING CLAIMS OF NEGLIGENCE) arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

Undersigned authorize the Resort and/or its authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility if, in the opinion of such personnel, medical attention is needed for the Participant. It is agreed that upon transport to any medical facility, the Resort shall not have any further responsibility for the Participant, and all costs associated with such medical care and related transportation provided for the Participant shall be paid by Undersigned and the Undersigned do hereby

indemnify and hold harmless the Indemnified Parties of and from any costs incurred therein. Undersigned give Resort permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sublicense such material for any purpose in promoting the Resort or related activities of the Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

This Agreement shall be governed by the laws of the state of Utah without regard to any conflicts of law principles, and that exclusive jurisdiction in the United States shall be in the local State Court or Federal Court in Utah, and Undersigned voluntarily waives any objections to such jurisdiction. This Agreement shall be binding to the fullest extent permitted by law, and shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any provision of this Agreement is found to be unenforceable, it shall be deemed severed from this Agreement and the remaining terms shall survive and be enforceable. Undersigned understands and agrees that this agreement will apply every time Participant engages in an Activity during the calendar year in which this agreement is signed without requiring undersigned to sign an additional agreement.

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.

**Undersigned have carefully read this agreement, understand its contents and sign it with full knowledge of its significance.**

\_\_\_\_\_  
Print Name of Participant(s)

\_\_\_\_\_  
Signature of Participant (if 18 or older)

\_\_\_\_\_  
Print Name of PARENT or LEGAL GUARDIAN (if applicable)

\_\_\_\_\_  
Signature of PARENT or LEGAL GUARDIAN

\_\_\_\_\_  
Date