

**MOUNTAIN USE LIABILITY RELEASE AND INDEMNITY AGREEMENT**  
**SNOWBASIN RESORT COMPANY**

I acknowledge that mountain biking, hiking, off road running, the use of ski lifts, skiing, snowboarding, riding in any type of vehicle and related activities (hereinafter "activities") are hazardous activities and that injuries are a common and ordinary occurrence. I recognize that there are risks including, but not limited to, rocks of various sizes, roots, waterbars, uneven and/or slippery trail conditions, varying slopes, variations in terrain, bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, and collisions with other persons, other bikes and vehicles. I freely assume these risks. I have made a voluntary choice to participate in the events and any related activities (for example and not by way of limitation, skiing, mountain biking, hiking, riding ski lifts, and off road running). The undersigned recognizes that falls and collisions occur and injuries are a common and ordinary occurrence. I understand that the mountain is not monitored and that I am fully responsible for my own safety. I agree to ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY LOSS that may be associated with or result in any way from my participation in any of the events or related activities.

I understand that helmets are required when biking and I agree to wear a helmet at all times. I also understand that weather plays a critical role in mountain recreational activities and I cannot hold Snowbasin responsible for any acts of God and/or related problems.

I further agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS, **Snowbasin Resort Company, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their officers, employees, agents and property owners (collectively hereafter "Snowbasin")**, for any damage, injury or death to myself or to any person or property, whether caused by their fault or negligence or for any other reason, in any way caused or connected with my participation in the events or related activities. I further agree that my obligation to INDEMNIFY AND HOLD HARMLESS applies not only to a situation of my causing, damage or death, but for any alleged fault, cause or negligence of Snowbasin, it's officers, employees, agents, affiliated companies or insurers, even if Snowbasin is the sole or partial cause of injury, damage or death to any person or entity.

I agree never to file a lawsuit against Snowbasin related to my skiing, hiking or mountain biking or use of the area even if Snowbasin was negligent. However, I agree that any lawsuit filed against Snowbasin shall be filed in the Second District Court in the State of Utah, or the Federal Court for the District of Utah. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain in effect and that Utah law shall apply. This agreement is binding upon my heirs and representatives.

As a parent or legal guardian of the subject minor, I hereby agree to indemnify and hold harmless Snowbasin from any and all claims, liabilities, demands, actions, and/or legal proceedings arising from said minor's participation or usage of Snowbasin's facilities.

I have carefully read this agreement; I understand this is a RELEASE OF LIABILITY, which will legally PREVENT me or any other person from filing suit or making any other legal claim in the event of my death or injury to me. I also understand my obligations to INDEMNIFY AND HOLD HARMLESS even if an accident, damage, injury or death is the sole or partial fault of Snowbasin. This agreement is binding upon my heirs, assigns and legal representatives. IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE) THE PARTICIPANT AND THE PARENT/GUARDIAN MUST SIGN AND THE PARENT/GUARDIAN AGREE TO RELEASE AND INDEMNIFY SNOWBASIN ON BEHALF OF THE PARTICIPANT.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Name of Participant \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Name of Parent or Guardian, if applicable \_\_\_\_\_

Signature of Parent or Guardian, if applicable \_\_\_\_\_