



2009 – 2010 Season Pass / Direct To Lift Pass
Release & Indemnity Agreement

Name: _____ (Print)

As a **Snowbasin** Pass purchaser, please continue our tradition of great skiing and snowboarding by setting a good example and encouraging others to do the same. Listed below are some of the rules and regulations to make everyone's experience more enjoyable. This is only a partial list; use common sense and good judgment. If you are in doubt, please ask our Ski Patrol. Please read the Mountain Information contained in our Trail Map and information signs posted throughout the resort. Please consider lessons to improve your understanding and ability. Pay attention to your surroundings and the mountain environment that you are using.

Your Responsibility Code:

1. **Always stay in control, and be able to stop or avoid other people or objects.**
2. **People ahead of you have the right of way. It is your responsibility to avoid them.**
3. **You must not stop where you obstruct a trail, or are not visible from above.**
4. **Whenever starting downhill or merging into a trail, look uphill and yield to others.**
5. **Always use devices to help prevent runaway equipment.**
6. **Observe all posted signs and warnings. Keep off closed trails and out of closed areas.**
7. **Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.**

Violations of the following **may result** in legal prosecution and/or loss of Pass and skiing/snowboarding privileges without compensation:

- Skiing/snowboarding too fast, recklessly or beyond your ability.
- Skiing/snowboarding beyond CLOSED AREA or AVALANCHE DANGER signs.
- Swinging or jumping out of chairlifts.
- Abusive or rude language and/or other unacceptable or dangerous behavior.
- Not following signs, warnings, or instructions.
- Misconduct on the ski area or Snowbasin property.
- Failure to pay Snowbasin for goods or services received.
- Engaging in activities for compensation while on the ski area or Snowbasin property, including but not limited to: ski instruction, guiding and soliciting ski students.

The Pass is the property of Snowbasin and is not transferable, not refundable, and is not for re-sale. All privileges under the Pass are granted solely to the person named on the Pass. I agree that the use of the Pass by anyone else will result in immediate and permanent loss of the Pass and all privileges without compensation regardless of my involvement in its use and agree that I will also pay a Pass misuse fee in the amount up to \$1000 maximum to Snowbasin. There will be a non-refundable service charge of \$100 to replace any Pass if it is lost or stolen and Snowbasin must be notified in writing within 5 days. You agree to fully cooperate in any criminal prosecution resulting from the Pass' misuse. You are completely responsible for the control and use of the Pass. Fraudulent and illegal use can also result in criminal prosecution.

The Pass is valid only during the above ski season for skiing/snowboarding. I agree to voluntarily surrender this Pass at the request of any member of Ski Patrol or Snowbasin personnel for alleged violations of this agreement without any claim for reimbursement of expense or cost.

**PLEASE READ, AND THEN SIGN THE BACK OF THIS FORM.
EACH PASS HOLDER MUST SIGN THIS AGREEMENT, and a PARENT MUST SIGN FOR PASS
UNDER 18 YEARS OF AGE.**

**By signing this Agreement, you understand and agree to this entire and integrated Agreement.
The Parties agree that this agreement shall be interpreted by any court in the broadest fashion and to the
fullest extent allowed by law to effectuate the full release of all liability, the indemnity, the express assumption
of the risk and/or the covenant not to sue contained herein.**

RELEASE & INDEMNITY AGREEMENT

Please do not accept reduced price skiing unless you are willing to accept this agreement.

PLEASE READ CAREFULLY, YOU ARE GIVING UP RIGHTS IF SIGNED.

Release of Liability I, the undersigned, and if I am under 18 years of age, my parent and I (hereafter "I") am aware that Snowbasin exists in a mountain environment and use of its facilities and services involves the risk of injuries, property damage and death. Terrain changes, lift towers, snowmaking equipment, signs, rocks, gravel, trees, stumps, avalanche, ice, weather, snow, bare spots, equipment failure, getting on/off or riding of ski lifts, collisions with skiers/snowboarders, objects, or equipment used for Snowbasin's operations are some examples of these risks.

I agree that risks exist throughout Snowbasin and may be unmarked and occur without warning. In consideration of the issuance of the Pass, reduced price skiing and use of Snowbasin, I expressly assume and accept all risks including any **negligence of 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")**. To the fullest extent allowed by law, I agree to fully release **Snowbasin** for any and all claims, injuries, death, damages, expenses or loss arising from, caused by or resulting from my use of Snowbasin facilities and services including any claims or injuries from my use of ski lifts, runs, parks, surface transportation, parking, events, food services, instruction, lessons, lodges, product liability, the operation of **Snowbasin, the negligence of Snowbasin** or any falls regardless of whether or not **Snowbasin was negligent(hereafter collectively the "use of Snowbasin")**.

Indemnity. To the fullest extent allowed by law, I agree to indemnify and hold **Snowbasin** harmless for any claims arising from my "**use of Snowbasin**", falls, the operation of Snowbasin and from claims of others related to my "**use of Snowbasin**" even if **Snowbasin was negligent**. My obligations include paying all attorneys' fees, costs, or judgments incurred by **Snowbasin** as a result of my obligations to indemnify or the breach of this agreement. I have read, agree, and understood the terms of this Agreement, including the other side of this form. I agree never to file a lawsuit against **Snowbasin** related to my "**use of Snowbasin**" even if **Snowbasin was negligent**. However, I agree that any lawsuit filed against **Snowbasin** shall be filed in the Third 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, then all other parts shall remain in effect and be interpreted as set forth herein and that Utah law shall apply. This Agreement is binding upon my heirs and representatives. This Agreement shall be enforceable to the fullest extent allowed by law. This Agreement is not intended to affect the provisions of Utah's Inherent Risk of Skiing Statute § 78B-4-401 et seq.

Persons under the age of 18 ("minor") are required to have an authorized parent or legal guardian (hereinafter "Parent") read and sign this Agreement. To the fullest extent allowed by law, the **Parent** individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement contained on both pages. The **Parent** agrees and acknowledges **Parent's** and minor's express assumption of risk, release of liability, indemnity and covenants not to sue **Snowbasin**, including for **negligence**.

The **Parent** releases all of their rights or claims against **Snowbasin** including wrongful death damages and agrees to indemnify **Snowbasin** for any other parent's claims even if **Snowbasin** is negligent. The **Parent** is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control and protect the minor(s) from all of the risks involved in skiing. The **Parent** agrees to pay all medical bills and expenses incurred by the minor(s) and waives all rights of subrogation against **Snowbasin**. The **Parent** agrees to make all decisions concerning the minor's participation, "**use of Snowbasin**" and involvement in any activities.

Print Pass/Card Holder's Name (Last, First)

Signature (Parent if under 18)

Date

Address of Pass/Card Holder

Print Parent Name (if under 18)

Phone Number of Pass/Card Holder

Parent Address (if under 18)