



Name: \_\_\_\_\_  
 Last First Middle Init.

Address: \_\_\_\_\_  
 City State Zip Code

Phone: \_\_\_\_\_

Driver License: \_\_\_\_\_

Emergency #: \_\_\_\_\_

Bike: \_\_\_\_\_

Helmet: \_\_\_\_\_

Return Date
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**LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING**

I, the undersigned, and if I am a person under 18 years of age, my parents and I (hereafter "I"), in consideration of riding the gondola, mountain biking, trail running, hiking, bike rental, sightseeing, disc golf, use of lifts/gondolas, lodges, products and services and the area at **Snowbasin** (generally referred to herein as the "**Summer Activities**"), hereby expressly accept, agree and understand the following:

**A. Conditions:** While biking, I will wear a helmet at all times. My bike is working properly. I am physically and mentally able to ride the bike and I am familiar with the bike and mountain bike riding. **I shall read and follow the Mountain User Responsibility Code and Environmental Code contained in our Summer Guide and Trail Map, which are incorporated herein and part of this agreement.** Violations of the following may result in legal prosecution and/or loss of Pass and privileges without compensation: Abusive or rude language and/or other unacceptable or dangerous behavior; Not following codes, signs, warnings, or instructions; Misconduct on Snowbasin property; Failure to pay Snowbasin for goods or services received; and/or Engaging in activities for compensation while on Snowbasin property, including but not limited to: guiding students/guests, lessons, or photography. I understand that the mountain is not monitored and that I am fully responsible for my own safety. I agree that **Snowbasin** may revoke and confiscate my pass to ride without reimbursement and prevent my use of the area for unsafe conduct, rude conduct or failure to obey instructions.

If I have rented a bike from **Snowbasin**, then I agree that I am fully responsible for all damages or loss to the bike, and agree to pay for all repairs at full retail value or for the cost of the bike if lost or stolen. **Snowbasin** is authorized to charge my credit card for damages or replacement of bike. I agree that there are no express or implied warranties of merchantability or fitness for purpose provided, and I accept the rental equipment "AS IS."

**B. Express Assumption of Risks of Personal Injury:** A person who participates in mountain bike riding or other **Summer Activities** may incur injuries, including death, paralysis, head injuries, and broken bones. The risks include, but are not limited to: falling; loss of control; problems loading, unloading or riding the gondola; trees, roots, rocks, water bars, structures, varying terrain, slippery trails, steepness, mud, heat, holes, cliffs, weather, lightning, gravel, narrow trails; the negligence of other bikers, hikers or vehicles; equipment failure; failure to participate under control or within one's ability and/or negligent actions 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"). I expressly agree to assume all risks of any loss, damage or injury resulting in any way from the **Summer Activities** including any negligence on **Snowbasin's** behalf. **The risks exist all over the mountain and surrounding trail networks** and I agree to watch for the risks and use common sense while participating in the Activities.

**C. Release of Liability:** **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 or resulting in any way from my participation in Summer Activities at Snowbasin** including any claims or injuries from my use of the lifts, runs, trails, lodges, products, services, **the negligence of Snowbasin**, product liability, warranties, the operation of **Snowbasin** or any falls regardless of whether or not **Snowbasin** was negligent.

**D. Indemnity:** To the fullest extent allowed by law, I agree to indemnify and hold **Snowbasin** harmless for any claims arising from my participation in **Summer Activities**, or use of or the operation of the area, its products or services, and from claims of others related to my participation 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 agree never to file a lawsuit against **Snowbasin** related to my participation in **Summer Activities** or use of the area, products or services, 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, all other parts shall remain in effect and that Utah law shall apply. This agreement is binding upon my heirs and representatives. I have read, agree, and understood the terms of this Agreement.

**I acknowledge that I have read, understood and agree to all provisions in this document. This agreement will apply to any Activities or use of the area on any date up to and including October 31, 2008.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Renters under the age of 18 are required to have a parent read and counter-sign this agreement.**

**Persons under the age of 18 (minors) are required to have a parent, guardian or a responsible authorized adult (collectively referred to herein as "**Authorized Adult**") read and sign this Agreement. To the fullest extent allowed by law, the **Authorized Adult** individually and on behalf of the minor(s) has read, understands, and expressly agrees to all of the terms of this agreement contained on this page. The **Authorized Adult** agrees and acknowledges **Authorized Adult's** release of liability, indemnity and covenant not to sue **Snowbasin**, including for **negligence or product liability**.**

Signature of Parent / Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Address & Phone: \_\_\_\_\_

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