



2017 Summer Pass Release & Indemnity Agreement

Name: _____ (Print) **Email:** _____

As a **Snowbasin** Pass purchaser, please continue our tradition of great summer activities by setting a good example and encouraging others to do the same. Please use common sense, good judgment and be aware of your surroundings. If you are in doubt, please ask our personnel. Snowbasin is in a rugged natural mountain environment.

You agree to 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. In addition, you agree to read and follow all instruction signs located at Snowbasin. Violations of the following **may result** in legal prosecution and/or loss of Season Pass and privileges without compensation:

- Abusive or rude language and/or other unacceptable or dangerous behavior.
- Not following codes, signs, warnings, or instructions; or directions from Snowbasin employees.
- Misconduct on Snowbasin property.
- Failure to pay Snowbasin for goods or services received.
- Engaging in activities for compensation while on Snowbasin property, including but not limited to: guiding students/guests, lessons, or photography.

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 \$1,000 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. I agree to voluntarily surrender this Pass at the request of any member of Snowbasin personnel or management for violations of this agreement without any claim for reimbursement of expense, damage or cost.

MOUNTAIN USER RESPONSIBILITY CODE

Mountain biking offers a wide range of challenges and adventure, from easy cruising on gentle slopes to fast single-track descents and rigorous climbs. Regardless of what type of terrain you select, there are elements of risk in mountain biking that common sense and personal awareness can reduce but not eliminate. Help create a great trail experience for everyone by observing these rules and precautions.

1. Always wear a helmet when riding. Helmets are mandatory for accessing lifts.
2. Stay on designated trails only.
3. Maintain control of your speed at all times.
4. Know your ability. Ride on trails marked for your ability. When in doubt, walk.
5. Overtake other trail users with caution, and let them know you are there.
6. Anticipate hikers and on-coming bikers at corners or blind spots.
7. Be prepared to stop at any time.
8. Bikers should yield the right of way to hikers.
9. Downhill traffic should always yield to uphill traffic.
10. Be self-sufficient. Our mountain is not patrolled, so ride with a buddy.
11. Never ride under the influence of drugs or alcohol.
12. Horses and motorized vehicles are not allowed on mountain trails.
13. Dogs allowed on leashes only, but not on the gondola.
14. Pet owners are responsible for picking up after their pets.
15. Avoid service roads as resort maintenance vehicles may be working.
16. Be prepared for unpredictable summer rains and temperature changes.
17. During thunderstorms, stay away from ridges, tall trees and lift towers.
18. Take extra clothing, gloves, sturdy shoes, bike tools and sunscreen.
19. Remember to drink plenty of fluids.
20. Mountain biking is a hazardous activity. Risks from varying terrain and obstacles can cause injury. Please understand you are using the mountain at your own risk.

In case of emergency call 911 or the Information Desk - (801) 620-1000 Know the code! It's your responsibility.

ENVIRONMENTAL CODE

While enjoying Snowbasin, please "tread lightly" and respect our mountain environment. Leave nothing on the mountain except your footprints; take nothing away except your memories. We thank you for helping keep Snowbasin beautiful. Please remember:

- Wildlife is wild. Do not approach any wild animals you may encounter.
- Do not pick wildflowers, and do not litter.
- Avoid trail erosion by riding smoothly and not skidding switchbacks.
- Absolutely no smoking or campfires on the mountain.

**PLEASE READ, AND THEN SIGN THE RELEASE & INDEMNITY AGREEMENT ON THE BACK OF THIS FORM.
EACH PASS HOLDER MUST SIGN AN AGREEMENT. A PARENT MUST SIGN FOR PASS HOLDERS UNDER 18 YEARS OF AGE**

By signing this agreement, you understand and agree to all of the terms anytime you are at Snowbasin. This Agreement applies to Summer Activities for the 2017 year. 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 provisions, the express assumption of the risks and/or the covenant not to sue contained herein.

RELEASE & INDEMNITY AGREEMENT

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

Release of Liability: I, the undersigned, and if I am a person under 18 years of age, my parents and I (hereafter "I"), am aware that summer activities at **Snowbasin**, including but not limited to, hiking, mountain biking, disc golf, sightseeing, use of lifts/gondolas, lodges, products and services (collectively "**Summer Activities**"), are hazardous activities involving the risk of injuries, property damage, and death. The risks of **Summer Activities** include, but are not limited to, terrain changes; lift towers; equipment; signs; wildlife; rocks; trees; gravel; stumps; weather; lightning; heat; equipment failure; getting on/off or riding of ski lifts/gondolas; falls; collisions with hikers/bikers, vehicles, objects, or equipment; failure to participate under control or within one's ability; or **negligence of Snowbasin Resort Company, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their officers, directors, employees, agents and property owners (collectively hereafter "Snowbasin")**.

I agree that risks exist throughout the area, they may be unmarked, and may occur without warning. I agree, for the issuance of the Pass and use of the area, to expressly assume and accept all risks of **Summer Activities** including any **negligence of 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 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, food, beverages, walk ways, parking lots, facilities, services, **the negligence of Snowbasin**, product liability, warranties, the operation of **Snowbasin** or any falls regardless of whether or not **Snowbasin was negligent**.

Indemnity: To the fullest extent allowed by law, I agree to indemnify and hold **Snowbasin** harmless for any claims arising from my **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. This Agreement shall be enforceable to the fullest extent allowed by law. I have read, agree, and understood the terms of this Agreement.

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

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** agrees to be solely responsible to educate, supervise and make all decisions concerning the **minor's** participation, use of the area and involvement in **Summer Activities**. The **Parent** releases all of their rights or claims resulting from the **minor's** participation in **Summer Activities** including wrongful death damages and agrees to indemnify **Snowbasin** for any other parent's claims even if **Snowbasin** is negligent. The **Parent** agrees to pay all medical bills incurred by the **minor** as a result of **Summer Activities** and waives all rights of subrogation against **Snowbasin**.

/ /2017

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)

e-mail