2017 Summer Guided Activities Participant 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 Resort**, including but not limited to, participating in guided tours and activities; climbing; 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 encounters; rocks; plants; trees; gravel; stumps; weather; lightning; heat; equipment failure; getting on/off or riding of ski lifts/gondolas; falls; orientation loss; 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, facilities, products, food, beverages, walk ways, parking lots, 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. 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. 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**.

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