



Acknowledgement of Risk for Activities and Waiver, Release and Indemnification of Snowland.

******* READ THIS DOCUMENT CAREFULLY. IT LIMITS YOUR LEGAL RIGHTS AND PREVENTS YOU FROM SUING SNOWLAND FOR INJURIES OR DEATH *******

YOU MUST SIGN AND DATE AT BOTTOM TO SKI AT SNOWLAND.

“**Adult**” means the undersigned adult(s), being at least 18 years old, signing on behalf of himself/ herself and/or, if applicable, as the parent or legal guardian of the Minor(s) named below. “**Minor**” means an individual on whose behalf this document is signed. “**Undersigned**” means the Adult(s) and Minor(s) collectively. The Adult(s) and/or Minor(s) actually participating in the Activity are referred to collectively as “**Participant**.” “**Activity**” shall mean any winter sports activities in which the Participant is engaged, including, but not limited to skiing, snowboarding, skating, jumping, snowshoeing, snow biking, tubing, sledding, ziplining, mountain coaster, and all other related activities, including transportation to and from the Activities and uphill transportation via chairlifts, surface lifts, rope tows, gondolas, moving carpets/conveyors or other mechanized/ motorized carriers or tramways.

I. Acknowledgement of Risk: Undersigned understands and agrees that: (i) the Activity is **HAZARDOUS AND DANGEROUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**; (ii) the Activity involves risks including, but not limited to, unpredictable and/or variable snow and/or weather conditions, high elevation, wildlife encounters, exposure to the elements, falling trees and limbs, collisions with snowmobiles, snowcats, or other machinery, marked and unmarked obstacles, natural or manmade features or objects, snow immersion, deep snow conditions and tree wells, unstable ice and snow, including but not limited to slides and avalanches, slick or uneven walking surfaces, changes or variations in terrain or snow conditions, surfaces and subsurface conditions, rugged mountainous terrain, cliffs, acts of other skiers/snowboarders, and equipment malfunction; (iii) falls and collisions occur and injuries are a common and ordinary occurrence of the Activity; (iv) there are risks involved with decision making and the conduct of employees of the Indemnified Parties (as defined below), including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Indemnified Parties and the risks associated with decisions made by Indemnified Parties to utilize, open and/or close terrain. Participant, and if applicable Adult, agrees to read, to have Minor read and, if necessary explain to Minor all posted signs, markings, and warnings including instructions on the use of uphill transport machinery (e.g., chairlifts, gondolas, trams, moving carpets/conveyors) and Participant agrees to obey all signs, markings and warnings posted by or on behalf of Indemnified Parties.

The undersigned assumes the risks of Participant riding the uphill transport machinery and engaging in activities accessible from the uphill transport machinery. Undersigned are advised that snowmobiles, snowcats, snowmaking and snow grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that Participant must be alert for and avoid these. **RECOGNIZING AND ACCEPTING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY AND VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE ACTIVITY.**

II. Waiver, Release & Indemnification: To the fullest extent permitted by the law, by signing this Agreement, Adult, on his/her own behalf and, if applicable, on behalf of Minor, acknowledges the risks and dangers associated with the Activity and Participant agrees to **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to Participant while or as a result of participating in any Activity. Participant further agrees to **INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever, including ALL NEGLIGENCE CLAIMS AND ALL NEGLIGENCE CLAIMS AGAINST ANY INDEMNIFIED

PARTIES, arising from or related to participation in any Activity and any loss, damage or injury, including death against any of the following: Snowland Foundation, Snowland Recreation and Education Area, United States Department of Agriculture Forest Service, and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents, sponsors and insurers (the “**Indemnified Parties**”). Undersigned agree to pay all costs, including attorneys’ fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned. The rights, obligations, and releases of liability contained herein shall be independent from, and additional to, any rights, obligations or releases the Undersigned may be subject to, and to the extent any provisions herein conflict with any other release of liability, the release that most favors the ski resort (in their discretion) shall control.

III. Medical Care: Undersigned understands and acknowledges that Indemnified Parties are not licensed physicians and cannot provide professional medical care. Undersigned authorizes the Indemnified Parties to call for medical care, treatment and procedures (collectively “**Care**”), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of Indemnified Parties, medical attention is needed. Undersigned agrees that upon Participant’s transport to a facility or hospital that the Indemnified Parties shall not have any further responsibility for Participant. Undersigned also consent to the Care given by an emergency or immediate caregiver or under the instructions and directions of a licensed physician. Further, Undersigned agrees to pay all costs associated with such Care and transportation provided for Participant and to release, indemnify and hold harmless the Indemnified Parties for any claims or suits related to the Care as set forth in Section II above.

IV. Media: Undersigned hereby grants Indemnified Parties and their photographers and filmmakers’ permission to use any image or media data depicting the Undersigned for promotional and editorial applications. This includes but is not limited to still, video and film images in newspapers, magazines, internet, social media, television, radio, print and video productions. Undersigned hereby waives any right to inspect and or approve the finished product or editorial layout that may be used in connection therewith, and waives any right to monetary payment or compensation, now and forever, for the use of such.

V. Additional Terms: 1. This Agreement shall be governed by the laws of the State of Utah without regard to any conflicts of law principles, and that exclusive jurisdiction in the United States shall be in the local State Court, and Undersigned voluntarily waives any objections to such jurisdiction. 2. This Agreement shall be binding to the fullest extent permitted by law, and shall be binding upon Undersigned’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. 3. If any provision of this Agreement is found to be unenforceable, it shall be deemed severed from this Agreement and the remaining terms shall survive and be enforceable. 4. Undersigned understands and agrees that this agreement will apply every time Participant engages in an Activity without requiring Undersigned to sign an additional agreement, and this Agreement shall remain in effect until: (1) seven years pass from the date of signature; (2) the parties agree in writing to terminate the Agreement; or, (3) Undersigned signs a new Agreement substantially similar to this one between Undersigned and Snowland. 5. Undersigned agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Activities or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

By agreeing to these terms, I verify that I have carefully read this document, understand its contents, and voluntarily agree to participate in the Activities despite everything I have read.

Signed: _____ Date: _____