



Office Use Only
Entered by: _____
Date: _____

Last Name, First Name, PK #

2022-2023 SKIER SERVICES INDEMNITY AND ACKNOWLEDGEMENT OF RISKS AGREEMENT

THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.
COMPLETE ONE FORM EACH SKI SEASON.

I, the undersigned, being at least 18 years of age, hereby represent that I am the parent or legal guardian of child(ren) listed below (individually and collectively referred to hereinafter as "my Child"). This agreement is valid and binding for the entire 2022-2023 ski season.

First Name

Last Name

Billing Address

City

State

Zip

Country

Home Phone

Cell Phone

Business Phone

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()

Email #1

Email #2

Additional Parent's First & Last Name

Additional Parent's Cell Phone

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Local Lodging

Local Phone

()

Ski Utah 4th Grade Program

1. Please let us know if your Child has any health conditions by completing the Allergies/Medications/Special Needs section in the box below; then complete the **Special Needs Form** when you pick up your tickets.

Child's Name <i>Include last name if different.</i>	Birth Date Mo/Da/Yr	Ski Ability Zone <i>(First-timer to Expert)</i>	Age	Gender	Allergies/Medications/Special Needs <i>If there is no entry made below, we assume there are no allergies, medications or special needs of which we should be aware.</i>
1.	/ /				
2.	/ /				
3.	/ /				

2. **EMERGENCY CONTACT (other than parents):**

Name: _____ Phone: _____

3. **PERMISSION TO RELEASE CHILD:** Deer Valley Resort Company LLC has my permission to release my Child to the following person(s), in addition to the parent(s):

4. I desire that my Child participate in one or more of the following programs offered by Deer Valley Resort Company LLC hereinafter collectively ("Deer Valley") during the 2022-2023 season. I understand when I enroll my Child in the Ski School, my Child could participate in the following Deer Valley programs:

CHILDREN'S CENTER · SKI SCHOOL · RACE HILL

(Hereinafter individually and collectively the "Program")

If in Deer Valley's judgment my Child is enrolled in a program not appropriate to his or her age/ability level, Deer Valley HAS MY PERMISSION TO MOVE MY CHILD to the appropriate program, when space is available. If space is not available in the appropriate program, I understand that my Child will be placed in the care of a Deer Valley employee until I can be contacted.

OVER



Ski Utah 4th Grade Program: Athl. Below

I am aware that snow skiing, ski racing, freestyle skiing and related activities involve many natural and man-made **RISKS, DANGERS AND HAZARDS**, including but not limited to changing weather, all snow and light conditions; variations in terrain (natural and man-made); moguls, trees, bare-spots, stumps, forest growth, cliffs, drop-offs, avalanches, tree wells and snow immersion, rocks and debris, lift towers, snowmaking hydrants, water pipes, fencing, rope-lines, signs, posts; incidents relating to chairlift loading, riding and unloading; man-made terrain features, including but not limited to rails, boxes, dips, rolls, jumps, banked turns and spines; skiing beyond one's abilities; equipment failures, collisions, and the negligence of others. I also understand that my Child may encounter such risks at **ANY TIME OR PLACE**, and that **SERIOUS INJURY OR DEATH MAY RESULT**. I, nevertheless, have made a voluntary choice to enter my Child in the Program. **I AM AWARE THAT UNLESS MY CHILD IS ENROLLED IN THE BAMBI OR FAWN PROGRAM, HE OR SHE MAY BE RIDING ON THE CHAIRLIFT ALONE.** I FURTHER UNDERSTAND THAT EVEN IF ACCOMPANIED ON THE CHAIRLIFT BY AN ADULT, MY CHILD MAY BE SUBJECT TO THE SAME RISKS, DANGERS AND HAZARDS AS IF HE OR SHE WERE RIDING ALONE. I acknowledge that the fact that Deer Valley is providing skiing instruction to my Child does not change the risks, dangers and hazards of skiing and lift riding, loading or unloading. I also recognize that my child may ski a race course or on man-made terrain feature, and that due to the competitive nature of many children, participating in these activities may be more hazardous. I have made a voluntary choice to allow my child to participate in these activities despite the RISKS, DANGERS AND HAZARDS that they present. I agree that Deer Valley shall have no duty to warn me or my Child of the nature, layout or condition of the race course and man-made terrain features. I accept responsibility for educating myself and my Child as to the nature, layout and condition of the race course and man-made terrain features. I further understand that my Child may encounter many other RISKS, DANGERS AND HAZARDS associated with his or her activities or the actions of others at the Children's Center, including but not limited to tripping, falling, bullying, colliding with objects or other people, choking, and the deliberate or negligent acts of others.

5. In the event my Child's equipment becomes unsafe, is broken, or is misplaced, I authorize Deer Valley to fit my Child with equipment from the Deer Valley Rental Shop, if available, so that my Child may continue his or her lessons. I further authorize a Deer Valley representative to execute the Rental Shop form and Acknowledgement of Risks on my Child's behalf. I agree to pay Deer Valley the cost of such equipment rental.

6. I further authorize Deer Valley to call for medical care for my Child or to transport my Child to the Deer Valley Clinic or a hospital, if in the opinion of anyone working at Deer Valley medical attention is needed for my Child. I agree that upon the transporting of my Child to any medical facility, clinic or hospital that the responsibility of Deer Valley shall be totally fulfilled and Deer Valley shall not have any further responsibility for my Child.

7. I agree to pay all costs associated with such medical care and related transportation for my Child and **INDEMNIFY** and hold Deer Valley **HARMLESS** from any costs incurred therefore.

8. I warrant and represent that my Child is in good health and there are no special problems associated with the care of my Child and I have left no special instructions regarding my Child, unless contained above and on the 2022-2023 **Special Needs Form** available upon ticket pickup.

9. By signing below, I agree to all the Reservation, Wait List, Payment, No-show, Cancellation and Refund Policies, including but not limited to cancelling or changing my product(s) before 5 p.m. (MST) **two (2) days prior to the reservation date** in order to receive a full refund or be assessed the applicable fee. No refunds for 'day of' cancellations. I agree to pay Deer Valley the full cost of all of my 2022-2023 Skier Services products, including charges for additional days of equipment rentals, child care and/or lessons.

10. To the extent any portion of this Agreement is deemed unenforceable, the remaining portions shall remain in full force and effect. Any legal action against Deer Valley will be filed only in the State of Utah and shall be governed by Utah law.

I have carefully read and I understand this agreement and all of its terms and sign it freely and voluntarily and agree that it is binding upon me and my heirs, successors, assigns and legal representatives. I intend that this agreement be valid and binding for the entire 2022-2023 ski season.

I also understand that this Agreement and Release is **fully binding and applicable** for the **ENTIRE YEAR** in which the Agreement and Release is signed and is **NOT LIMITED** to the specific date the Agreement and Release is signed regardless of whether I have or obtain a seasons pass or not. This Agreement and Release is **NOT LIMITED** in any way to just inherent risks, but covers **non-inherent risks as well** and injuries sustained by me for any cause or reason without limitation.

I hereby grant exclusive permission to Deer Valley and its agents to use my child's name and photograph for the purpose of publicity, public relations, editorial or other advertising purpose without restriction as to frequency or duration. I also agree that neither my minor child nor I will be entitled to any compensation in exchange for my granting this exclusive permission to Deer Valley and its agents. Check this box if you do not want to grant permission. ☐

FOR MYSELF AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF MY CHILD:

Please Print Name of Parent or Guardian

Signature

Date

By signing this enrollment form and Acknowledgement of Risks, I agree to all of the foregoing.