



SKI UTAH

THE GREATEST SNOW ON EARTH[®]

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

“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(s) are referred to collectively as “Participant.” “Activity(s)” shall mean any winter sports activity(s) 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, trams, gondolas, moving carpets/conveyors or other mechanized/motorized carriers or tramways.

I. Acknowledgement of Risk: Undersigned understand and agree 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. 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, 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 CHOOSE(S) TO TAKE PART IN THE

ACTIVITY(s) AND/OR VOLUNTARILY CHOOSE(S) TO ALLOW MINOR TO TAKE PART IN THE ACTIVITY(s)

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(s) and Participant agrees to (1) ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) 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: Utah Ski & Snowboard Association, Ski Utah, Deer Valley Resort, Snowbird Resort, Sundance Mountain Resort, Solitude Mountain Resort, Alta Ski Resort, Alta Ski Lifts Company, Powder Mountain Resort, Snowbasin Resort, Brian Head Resort, Eagle Mountain Resort, Beaver Mountain Resort, Brighton Ski Resort, Eagle Point Resort, Nordic Valley Resort, Woodward Park City, Park City Mountain Resort, Greater Park City Co., VR CPC, Inc., Vail Resorts, Inc., Cherry Peak Resort, Utah Olympic Legacy Foundation, Utah Olympic Oval, Utah Olympic Park, 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 reasonable 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 and/or the Utah Ski and Snowboard Association (in their discretion) shall control.

III. Medical Care: Undersigned understands and acknowledges that Indemnified Parties are not licensed physicians cannot provide professional medical care. Undersigned authorizes the Indemnified Parties to call for medical care, treatment and/or 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 consents 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 to the same extent as set forth in paragraph II above.

III. 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 newspaper, magazine, 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 the photographs.

IV. Additional Terms:

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 or Federal Court in Utah, and Undersigned voluntarily waives any objections to such jurisdiction.

V. The Utah Ski and Snowboard Association/Ski Utah and the ski areas honoring the SKI UTAH PASSPORT do not assume responsibility for weather, snow conditions, force majeure or any other factor that may prevent the pass holder from receiving the full benefit of the pass.

VI. The holder of this SKI UTAH PASSPORT is subject to all rules and regulations in effect at each ski area; the holder is not entitled to any special privileges or exemptions. The purchaser acknowledges that Utah law provides that "no skier may make any claim against, or recover from, any ski area operator for injury resulting from any of the inherent risks of skiing." Utah Code Ann. '78-27-53. Your lift ticket may be confiscated by the management of any ski area if, in its judgment, the pass holder fails to obey rules and/or directions. Any resort may revoke a SKI UTAH PASSPORT holder's use of the pass if, at the resort's discretion, the holder of this pass should have skiing/snowboarding privileges revoked without refund.

VII. Your SKI UTAH PASSPORT may be canceled, without any refund, at the discretion of the Utah Ski and Snowboard Association/Ski Utah, if you abuse your skiing/snowboarding privilege by acts, which endanger yourself or others, or by willful violation of any SKI UTAH PASSPORT terms and conditions. Skier/snowboarder days are accounted for at each ski area.

VIII. Your SKI UTAH PASSPORT is non-transferable. Lift tickets will only be issued for the same day they are redeemed at the ticket window. Lift tickets received in exchange for your SKI UTAH PASSPORT may not be sold or transferred on or off ski area premises. The ski areas can confiscate lift tickets and violators are subject to prosecution for theft of services for SKI UTAH PASSPORT users reselling their lift tickets on or off the ski area premises. The Utah Ski and Snowboard Association/Ski Utah reserves the right to revoke without refund or refuse sale of the SKI UTAH PASSPORT to anyone who willfully violates any SKI UTAH PASSPORT or ski area rules or directions.

IX. No refunds for the SKI UTAH PASSPORT will be issued for any reason even in the event of injury, loss, theft or damage of any kind to your SKI UTAH PASSPORT. All SKI UTAH PASSPORT sales are final.

Registrant and participant information provided as part of a Ski Utah Program may be shared with Ski Utah member resorts and program partners for purposes of administering the program,

validating participation, improving guest experience, and ensuring the overall success of the program. This information may also be used to communicate with you regarding program updates, resort or partner offerings, events, promotions, specials, or sales, including remarketing communications. Ski Utah and its partners will use such information in accordance with their respective privacy policies.

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.

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.

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 the Utah Ski & Snowboard Association and/or Ski Utah.

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.

Student's Name: _____

Street, City, Zip: _____

School Name : _____

Parent or Guardian's Name : _____

Immediate emergency phone number: _____

Date: ____/____/____

Signature: _____