

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK, RELEASE AND INDEMNITY AGREEMENT

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.
THIS IS A LEGALLY BINDING CONTRACT.
PLEASE READ CAREFULLY BEFORE SIGNING.**

WARNING: I understand and acknowledge that skiing, snowboarding, their associated alpine activities, including the use of lifts, are hazardous activities and involve many risks and dangers, **including the risk of serious injury or DEATH.** These inherent risks of skiing and dangers include but are not limited to changing weather conditions, variations or steepness in terrain; snow or ice conditions; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, impact with lift towers and other structures and their components; collisions with other skiers; and a skier's failure to ski or jump within the skier's own ability.. I recognize that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE.** I have made a voluntary choice to participate in these activities despite the risks and dangers that these activities present. In consideration of my being permitted to ski, snowboard, or participate in other alpine activities at ASC Utah dba The Canyons, **I expressly and unconditionally agree to ASSUME ANY AND ALL RISK OF INJURY OR DEATH which might be associated with or result from my participation in these activities.**

If I intend to use my Canyons Season Pass for summer activities such as mountain biking, hiking and other on-mountain activities, I further agree and understand that there are risks associated with strenuous physical exertion and with participating in these activities and that falls, **INJURIES AND/OR DEATH** may result from engaging in mountain biking, hiking and other on-mountain activities. I agree and understand that risks include, but are not limited to: equipment failure, rocks of various sizes; uneven and/or slippery trail conditions; varying weather and surface conditions; variations in terrain; bumps; stumps; forest growth; loose dirt and gravel; wet surfaces; holes and pothole; downed timber; debris; other bikes and vehicles; paved and unpaved surfaces, the condition of the PARTICIPANT, dehydration, and high elevation.

I hereby unconditionally RELEASE FROM ANY AND ALL LIABILITY AND AGREE NOT TO SUE, AND I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS ASC Utah, dba The Canyons, its parent, their owners, affiliates, employees and agents (collectively hereinafter "the Ski Area") of and from any claims for damage, injury or death to myself, or to any person or property, arising out of, or in connection in any way with my participation with the sports of skiing, snowboarding, mountain biking or any other alpine activities engaged in while on the premises of the Ski Area, **INCLUDING NEGLIGENCE** on the part of the Ski Area.

I have read and I understand this agreement and all of its terms. I understand that this is a legally binding **ACKNOWLEDGMENT AND ACCEPTANCE OF RISK, RELEASE, AND INDEMNITY AGREEMENT** which bars me or any person on my behalf from recovering any damages in any lawsuit in the event of my injury or death except for gross negligence or intentional misconduct. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives.

I understand that as a Season Passholder, the Ski Area looks to me to help minimize the risks and dangers inherent in the sport of skiing and snowboarding. As a Season Passholder, I am required to know and follow *Your Responsibility Code*, which is printed on all trail maps for my convenience. In addition, to violations of *Your Responsibility Code*, violations of the **POLICIES AND RULES REGARDING 2008/2009 Season Pass** may result in criminal prosecution, civil liability and/or loss of lift privileges without compensation or refund.

While adherence to Your Responsibility Code and the foregoing rules and guidelines cannot guarantee your safety, violation of them increases the risk of injury to you and others. Violation of the Your Responsibility Code may result in immediate revocation of all pass privileges. Going beyond any rope line, closed area boundary, or avalanche closed sign is a violation of Summit County Ordinance 91 and will result in loss of skiing privileges for the season.

My signature below signifies that I have read each of the above terms in the Acknowledgment and Acceptance of Risk, Release and Indemnity Agreement and the Policies and Rules Regarding 2008/2009 Season Pass, and that I understand and agree to each of them.

I further agree that any claim or suit that I may bring for any reason against the Ski Area shall be submitted to the jurisdiction of the State or Federal Court in the state where the incident occurred and no other jurisdiction and shall be governed by the laws of that state. I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

Signature Cardholder #1 _____ Date: _____

Signature Cardholder #2 _____ Date: _____

Signature Cardholder #3 _____ Date: _____

Signature Cardholder #4 _____ Date: _____

Signature Cardholder #5 _____ Date: _____

If I am signing this liability release on behalf of a minor (the "Child"): I represent that I am the parent and/or legal guardian of such Child; I accept responsibility for all the Child's medical expenses; I agree to indemnify the released parties for any and all claims whatsoever brought by the Child; and I agree to indemnify the released parties for any and all claims whatsoever brought by a third party arising in connection with the Child.

Print Name of Parent or Guardian _____ Relation _____

Signature of Parent or Guardian _____ Date _____