

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

READ CAREFULLY BEFORE SIGNING

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

The participant identified below has read this agreement and has signed it or has authorized or consented to someone else signing it on his/her behalf. All signators to this document will be referred to herein as the "Undersigned" and/or "Participant." "Participant" refers to the person taking part in some or all Activities (as defined below) provided by Released Parties (as defined below), whether or not the Participant's signature is contained below or not. **All Participants understand and agree that, by participating in the Activity, Participant is bound by the terms of this Warning, Assumption of Risk, Release of Liability, and Indemnity Agreement ("Agreement") regardless of whether the Participant signs the Agreement or not.**

As used herein, the term "**Activity**" or "**Activities**" shall be meant to, and include Nordic skiing, cross-country skiing, mountain biking, cycling, rock climbing, hiking, snowshoeing, avalanche education and any and all activities or undertakings associated with such activities, including, but not limited to, transportation and ingress/egress to, from, and around the location where the activity occurs.

As used herein, the term "**Released Parties**" shall mean Jans Mountain Outfitters, Ltd. d/b/a Jans, White Pine Touring, VR CPC Holdings, Inc., Park City Mountain Resort, and all past, present and future officers, directors, stockholders, members, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, parent companies, predecessors, successors in interest, heirs, assigns, and any other persons, firms or corporations with whom any of the aforementioned have been, are now, or may hereafter be affiliated.

I acknowledge and understand that some, but not necessarily all, of the risks associated with the Activities are as follows:

- Changing weather conditions, snow conditions, wind speeds, avalanches, and tree wells
- Surface or subsurface conditions, whether on snow or not, such as ruts, rocks, cliffs, landslides and other natural and unnatural objects
- Changes in the speed of travel
- Failure of any protective gear
- Collisions with other people or objects (whether motorized or not), rocks, stumps, debris, wildlife or animals, and other natural and/or manmade objects
- The failure of a Participant to act within the Participant's own ability
- Snow immersion, asphyxiation, and/or trauma associated with avalanches or snow movement
- Injury or death caused by any natural or manmade object, product, feature or trail located on any property owned or controlled by Released Parties.
- Falls resulting from engaging in "Activity/Activities"
- Water hazards, including, but not limited to, drowning

RELEASE, INDEMNIFICATION AND WAIVER

In consideration of the Participant being permitted to participate in the Activities, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may have or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and costs, attorneys fees and costs, and expenses whether or not in litigation, arising out of, or related to Participant's participation in the Activities.

DAMAGE RESPONSIBILITY:

Undersigned accepts responsibility for any and all damage to rented equipment, beyond normal wear and tear, and agree to pay all costs of necessary repairs including but not limited to parts, and labor at prevailing shop rates. Participant agrees to accept equipment "as is" and if equipment is not working properly or is damaged to immediately notify Released Parties. Participant agrees to inspect all equipment prior to its use.

MEDICAL CARE & TRANSPORT:

Undersigned authorizes Released Parties and/or its authorized personnel to call for medical care for the Participant and/or to transport the Participant to a medical facility if, in the opinion of such personnel, such actions is needed for the Participant. It is agreed that upon transport to any medical facility, the Released Parties shall not have any further responsibility for the Participant, and all costs associated with such medical care and related transportation provided for the Participant shall be paid by Participant and the Participant does hereby indemnify and hold harmless Released Parties of and from any costs incurred therein.

PHOTOS, VIDEO & MEDIA:

Undersigned gives Released Parties permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sublicense such material for any purpose in promoting the business of Released Parties whether in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

CHOICE OF LAW:

ALL claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY UTAH LAW, without regard to conflicts of law principles, and that EXCLUSIVE JURISDICTION shall be in the Third District Court in Summit County. UNDERSIGNED AND ANY PERSON OR ENTITY ASSERTING A CLAIM RELATED TO ANY ACTIVITY OR THIS AGREEMENT HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY UNTIL UNDERSIGNED REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY RELEASED PARTIES' AUTHORIZED REPRESENTATIVE. THE PERSON SIGNING BELOW ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF OTHERS, HE/SHE IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY UTAH LAW.

This Agreement shall be binding to the fullest extent permitted by law and supersedes any other agreements or representations by or between the parties and is intended to provide a comprehensive release of liability. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. This Agreement shall be binding upon Undersigned's and Participant's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE:

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releasees, and, for myself, assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Undersigned have carefully read this agreement, understand its contents and sign it with full knowledge of its significance legally binding nature against him/herself and/or Participant.

Executed this _____ day of _____, 20_____

Print name of **Participant** _____

Signature of **Participant** _____

Print name of **Parent/Guardian** _____

Signature of **Parent/Guardian** _____