



# GRAND TARGHEE RESORT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for the below named child's participation in

Child Care at Grand Targhee Resort,

I understand, acknowledge and agree as follows:

1. I, the undersigned, being at least 18 years of age, hereby represent that I am the parent or legal guardian of the child named below (hereinafter "Child") and that I have the right to make decisions regarding the care, control and custody of the Child. As the parent or legal guardian signing this agreement for the Child, I acknowledge and agree that by signing this agreement on behalf of the Child, I and the Child agree to be bound by its terms.
2. I understand that the Child's participation in child care and any other activities at Grand Targhee Resort ("GTR"), which includes, but is not limited to, various games indoors and outside, can be dangerous. **I further understand that there are inherent and other risks and dangers associated with child care, which may be known and unknown, and which include, but are not limited to: interaction with other children also participating in child care; natural hazards; manmade hazards; variations in terrain; slick or uneven walking and climbing surfaces; changing weather conditions; lightning; and high altitude. I recognize that falls occur and injuries can happen and I understand that accidents, injury, illness, incapacity or death can arise in conjunction with the Child participating in child care.** In consideration for the Child's participation in any activities at GTR, I hereby freely and expressly agree to accept and assume any and all risks in connection with such activities.
3. **I further agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend Grand Targhee Resort, LLC, its owners, subsidiaries and/or affiliates, its officers, directors, shareholders, employees, agents, the U.S. Forest Service and all other applicable landowners, sponsors and insurance carriers (hereinafter "Releasees") from and against any and all claims, demands, causes of action, liabilities, actions, and any and all medical expenses or other related expenses, including damage to property, asserted by others, by me, by the Child or on the Child's behalf, brought under any theory of legal liability, INCLUDING ORDINARY NEGLIGENCE, arising directly or indirectly out of the Child's participation in the above activities, the Child's use of any facilities at GTR or GTR transportation, or the Child's presence on GTR premises. The above release includes, but is not limited to, any and all damages occasioned in the event of an incident, illness, or other incapacity, death, or damage to property, however caused. I further agree to indemnify and defend Releasees for any and all claims brought by the Child; and I agree to indemnify and defend Releasees for any and all claims brought by a third party arising in connection with the Child.** I accept responsibility for all of the Child's medical expenses incurred in connection with any of the above activities. If I want financial protection against personal injuries, I understand and agree that I must obtain life, liability and health insurance to protect the Child, my family members and myself. I understand and agree that this release is applicable to each and every day that the Child participates in any activities at GTR.
4. I warrant that the Child is in good physical condition and know of no medical or health reasons why the Child should not participate in the above activities. I understand that it is my responsibility to fully inform GTR of any special needs the Child may have. I authorize Releasees and/or their personnel to call for medical care for the Child or to transport the Child or arrange for the Child's transportation to a medical clinic or other medical facility if, in the opinion of Releasees and/or their personnel, medical attention is needed for the Child. I agree that upon such transport, Releasees shall have no responsibility for the Child and I agree to indemnify and defend Releasees from any costs incurred and any claims originating therefrom.
5. I understand that this agreement shall be binding upon my and the Child's heirs, executors, administrators, and assigns and shall be governed by Wyoming law. This agreement shall be binding to the fullest extent permitted by law and if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I or the Child may bring against Releasees shall be submitted to the jurisdiction of the state court in Wyoming, Teton County, and that no claims against Releasees shall be brought in any other jurisdiction or venue.
6. I further state that I am legally competent and agree to abide by the terms and conditions set forth herein. I understand that the terms of this document are contractual and not a mere recital. I am aware that I am releasing certain legal rights that I or the Child otherwise may have and I have signed this document as my own free act.

CHILD'S NAME (Please Print) \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

PARENT/GUARDIAN NAME (Please Print) \_\_\_\_\_

SIGNATURE (PARENT/GUARDIAN) \_\_\_\_\_ DATE \_\_\_\_\_

EMERGENCY CONTACT (Name, Cell #, etc.) \_\_\_\_\_