



**GRAND TARGHEE RESORT  
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for my participation in the **Kids' Club Child Care Program**  
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 ("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 the Kid's Club Child Care Program or participating in any other activities at Grand Targhee Resort ("GTR") can be dangerous. I further understand that there are inherent and other risks and dangers associated with these activities**, which include, but are not limited to, interaction with other children also participating in the above activities; playing, eating and/or sleeping in a child care environment; snowplay; wearing and using snowplay equipment and/or devices; changing weather conditions; slick or uneven walking surfaces; surfaces covered with ice and snow; high altitude; skiing or snowboarding; lift, mechanical and equipment failures; collisions with others; collisions with natural and man-made objects, features and equipment which may not be marked; the possibility of becoming lost or separated from the instructor and/or the group; and taking field trips by walking or by use of GTR transportation. I recognize that falls occur and injuries are a common and ordinary occurrence of the above activities and **I understand that accidents, injury, illness, incapacity or death can arise in conjunction with participating in the above activities. In consideration for the Child participating in any activities at GTR, I and the Child hereby agree that the Child's participation is a conscious choice and agree to accept and assume any and all risks in connection with such activities.**
3. **I and the Child 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 ("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 behalf of the Child, the Child's estate, executors, heirs, or assigns brought under any theory of legal liability, INCLUDING ORDINARY NEGLIGENCE, arising directly or indirectly out of the Child's use of the facilities, resort area or lifts at GTR, 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 accept responsibility for all of Child's medical expenses incurred in connection with any of the above activities. I further agree to indemnify and defend the Releasees for any and all claims brought by the Child; and I agree to indemnify and defend the Releasees for any and all claims brought by a third party arising in connection with the Child. I understand and agree that this release is applicable to each and every day the Child participates in any activity at GTR.** If I want financial protection against personal injuries, then I agree I must obtain life, liability and health insurance to protect my family members and myself.
4. I consent to the use by GTR of any pictures for commercial purposes, or otherwise, of the Child in connection with the activities of GTR.
5. 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 any of 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 and the Child agree to indemnify and hold harmless Releasees from any costs incurred therein or claims originating therefrom.
6. 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. I further understand and agree that this agreement shall be binding to the fullest extent permitted by law and that 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 the Releasees shall be submitted to the jurisdiction of the state court in Wyoming, Teton County, and that no claims against the Releasees shall be brought in any other jurisdiction or venue. I agree to reimburse Releasees for their reasonable attorney fees incurred due to any failure on my part to comply with this agreement.
7. I further state that I am legally competent and agree to abide by the terms and conditions set forth herein. I have carefully read this release, understand its contents, and 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 and the Child may have and I have signed this document as my own free act.

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

**PERMANENT ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** \_\_\_\_\_

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

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

**EMERGENCY CONTACT INFO (Cell Phone, Pager, Local Lodging)** \_\_\_\_\_