



GRAND TARGHEE RESORT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for my participation in Mountain Bike Rental & Mountain Biking at Grand Targhee Resort, I understand, acknowledge and agree as follows:

1. I understand that biking, the use of chairlifts and participation in any 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 may be known and unknown, and which include, but are not limited to, the unevenness of the surface which contains rocks, tall and slippery grass, bumps, water bars, ruts, streams and stumps; the steepness of the terrain; the possibility of becoming lost on the mountain and back roads; losing control; traveling at a high rate of speed; changing weather conditions; lightning; high altitude; lift, mechanical and equipment failure; attacks by animals; collisions with other trail users, trees, poles or objects; contact with insects and plants; sun exposure and dehydration. I understand and accept that minor injuries may become life-threatening emergencies when alone or far away from others or convenient facilities. I recognize that falls occur and injuries can happen and I understand that accidents, injury, illness, incapacity or death can arise in conjunction with participating in any of the above activities. In consideration for participating in any activities at GTR, I hereby freely and expressly agree to accept and assume any and all risks in connection with such activities.
2. I further agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend Peaked Sports, Grand Targhee Resort, LLC, their owners, subsidiaries and/or affiliates, 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, or on my behalf, my estate, executors, heirs, or assigns brought under any theory of legal liability, INCLUDING ORDINARY NEGLIGENCE, arising directly or indirectly out of my use of the facilities, equipment, resort area or lifts at GTR, or my 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. If I want financial protection against personal injuries, I understand that I must obtain my own life, liability and health insurance to protect my family members and myself. I understand and agree that this release is applicable to each and every day that I participate in any activities at GTR.
3. I warrant that I am in good physical condition and know of no medical or health reasons why I should not participate in the above activity. I authorize GTR to transport me or arrange for my transportation to a medical clinic or other medical facility should I become incapacitated and unable to make an informed decision. I agree that upon such transport, Releasees shall have no responsibility for me and I agree to indemnify and hold harmless Releasees from any costs incurred and any claims originating therefrom.
4. I acknowledge reading the Grand Targhee Biker's Code of Conduct and the Instruction and Review section on the reverse side of this release. I agree to abide by all of the rules and regulations contained in these sections at all times. Initials: _____
5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by Wyoming law. This agreement shall be binding to the fullest extent permitted by law. I also understand 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 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.
6. I further state that I am of lawful age and 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 otherwise may have and I have signed this document as my own free act.

PARTICIPANT'S NAME (Please Print) _____

ADDRESS _____ PHONE _____

SIGNATURE _____ DATE _____

Participant Under 18 Years of Age: In signing this Liability Release on behalf of a minor (less than 18 years of age) (the "Child"), I represent that I am the parent and/or legal guardian of such Child; As the parent or guardian signing this agreement for the Child, I acknowledge and agree that I have read the above agreement, and that by signing this agreement on behalf of the Child, I and the Child agree to be bound by its terms; I hereby agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend 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 on behalf of the Child, the Child's estate, executors, heirs, or assigns or any other third party, brought under any theory of legal liability, INCLUDING ORDINARY NEGLIGENCE. I understand that it is my responsibility to fully inform GTR of any special needs my child may have. I accept responsibility for all the Child's medical expenses incurred in connection with their presence at GTR. I agree to indemnify the Releasees for any and all claims whatsoever brought by the Child; and I agree to indemnify the Releasees for any and all claims whatsoever brought by a third party arising in connection with the Child.

SIGNATURE (PARENT/GUARDIAN) _____ DATE _____