



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

In consideration for my participation in Ropes & Challenge Course and Zip Line at Grand Targhee Resort, I understand, acknowledge and agree as follows:

- I understand that my participation in the Ropes & Challenge Course and/or Zip Line and 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 may be known and unknown, and which include, but are not limited to, variations in terrain; slick or uneven walking surfaces; changing weather conditions; lightning; high altitude; rocks; stumps; trees; slips; falls; rope burns; pinches; scrapes; twists; jolts; scratches; bruises; sprains; lacerations; fractures; concussions; and other life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases. 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 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.**
- I further agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend Action Integrated Management, Grand Targhee Resort, LLC, their owners, subsidiaries and/or affiliates, their 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 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 of Liability and Indemnity Agreement is applicable to each and every day I participate in any of the above activities.
- 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 activities. 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.
- 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.
- 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 (s) (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** _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the service of Action Integrated Management-AIM, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AIM"), I hereby agree to release, indemnify, and discharge AIM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ropes or challenge course activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: This program is based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in ropes course activities and its potential for: slips and falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

Furthermore, AIM employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AIM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AIM's equipment or facilities, including any such claims which allege negligent acts or omissions of AIM.
4. Should AIM or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against AIM, I agree to do so solely in the state of Idaho, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AIM on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by AIM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AIM from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date _____