



GRAND TARGHEE RESORT
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for my participation in the Adaptive Program
at Grand Targhee Resort, I understand, acknowledge and agree as follows:

- 1. I understand that skiing, snowboarding, and 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, variations in terrain; existing and changing snow conditions; changing weather conditions; use of adaptive equipment and/or devices; slick or uneven walking surfaces; surfaces covered with ice and snow; lightning; difficulty with route finding; high altitude; drills, exercises and free skiing or snowboarding; lift, mechanical and equipment failures; rocks; stumps; trees; cliffs; streams; closed areas; collisions with others; collisions with natural and man-made objects and features which may not be marked; and the possibility of becoming lost or separated from the class or instructor. I understand that snowmaking and grooming activities and equipment, and snowmobiles may be encountered at any time and I assume the risks of riding the lifts and engaging in the activities accessible from the lifts. I recognize that falls and collisions 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 participating in any activities at GTR, I hereby 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 Grand Targhee Resort, LLC, its owners, subsidiaries and/or affiliates, its officers, directors, shareholders, employees, volunteers, 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, 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, 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. I understand and agree that this release is applicable to each and every day I participate in any activity at GTR. 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.**
3. I accept for use “as is” the equipment and/or devices I will be using. I warrant that I have made no misrepresentations concerning height, weight, age, ability, experience, or other information provided. I agree to notify GTR if the equipment is not functioning properly, to stop using the equipment at once and to promptly return the improperly functioning equipment to GTR. I further agree that I will be responsible for the cost to repair any equipment I damage and I will be responsible for the replacement at full value of any equipment not returned to GTR.
4. I consent to the use by GTR of any pictures for commercial purposes, or otherwise, of me in connection with the activities of GTR.
5. I warrant that I am in good physical condition and know of no medical or health reasons why I should not participate in any of the above activities. I authorize Releasees and/or their personnel 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 further responsibility for me and I agree to indemnify and hold harmless Releasees from any costs incurred therein or any claims originating therefrom.
6. I understand that this agreement shall be binding upon my 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 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 of lawful age and 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 otherwise may have and have signed this document as my own free act.

PARTICIPANT'S NAME (Please Print) _____

PERMANENT ADDRESS _____ **EMAIL** _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** _____

LOCAL ACCOMMODATIONS _____

EMERGENCY CONTACT (Name, Phone, Address) _____

SIGNATURE _____ **DATE** _____

Participant Under 18 Years of Age: In signing this Liability Release on behalf of a minor (less than 18 years of age) (“Child”), I represent that I am the parent and/or legal guardian of such Child; As the parent or guardian signing this agreement for Child, I acknowledge and agree that I have read the above agreement, and that by signing this agreement on behalf of Child, I and 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 Child, 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 Child may have. I understand and agree that Child may use lifts without an instructor or other adult present. I further understand that Child may enter into and use the features contained in terrain parks. I accept responsibility for all of Child’s medical expenses incurred in connection with any of the above activities. I agree to indemnify and defend the Releasees for any and all claims brought by Child; and I agree to indemnify and defend the Releasees for any and all claims brought by a third party arising in connection with Child.**

SIGNATURE (PARENT/GUARDIAN): _____