



GRAND TARGHEE RESORT
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
In consideration for my participation in the **Kid's Ski or Snowboard Programs**
(Little Deers, Powder Scouts, Teen Adventures) 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 Ski or Snowboard 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 and/or eating in the Powder Scouts building; variations in terrain; existing and changing snow conditions; changing weather conditions; slick or uneven walking surfaces; surfaces covered with ice and snow; high altitude; drills, exercises and free skiing or snowboarding; lift, mechanical and equipment failures; rocks; stumps; trees; cliffs; streams; closed areas; entry into and use of the features contained in terrain parks; 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 instructor and/or the groups. I understand that snowmaking and grooming activities and equipment, and snowmobiles may be encountered at any time and I understand and agree that the Child may ride lifts without an instructor or other adult present. 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.
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) _____