

**SNOWBIRD RESORT LLC AND AFFILIATES
WASATCH FREESTYLE FOUNDATION
Junior Mogul Championships
March 4-10, 2019**

**PLEASE READ THE RELEASE OF LIABILITY CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

- 1) The undersigned, being at least 18 years old (hereinafter "Participant"), warrants and represents that he/she is in good health, and has sufficient health insurance and/or a medical coverage policy should an accident or injury occur. If Participant is less than 18 years of age, a parent or legal guardian must sign this waiver for the Participant.
- 2) Participant accepts and understands that participating in Snowbird Resort LLC and Affiliates (hereinafter "Snowbird") activities such as, ski or snowboard training or racing, (hereinafter "Activity") **is a HAZARDOUS** sport that has many dangers and risks. It is further understood that training or racing is more **HAZARDOUS** than recreational skiing. Participant realizes that injuries are common and an ordinary occurrence of this sport. Participant agrees as a condition of being allowed to use Snowbird facilities and/or premises, that Participant freely accepts and voluntarily **ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH** as well as for property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of Snowbird including, but not limited to actions or omissions of employees or agents of Snowbird, or Participant participation in on-mountain activities, training, any competitive event, or other activities at Snowbird.

Participant agrees with the premise that Participant is a Participant at all times, whether training, practicing for competition or in competition. Participant agrees that he/she is always provided an opportunity to conduct a reasonable visual inspection of the training area, race course, or other facilities. Participant understands that he/she will be held to assume the risk of all course conditions, course construction, or layout and obstacles.

WARNING

Participant assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing/snowboarding and may not recover from Snowbird for any injury resulting from any of the inherent dangers and risks of skiing/snowboarding including, but not limited to: (a) changing weather conditions; (b) snow or ice conditions as they exist or may change, such as hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, machine-made snow, avalanches, or snow immersion; (c) surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; (d) variations or steepness in terrain, whether natural or as a result of slope design, snowmaking or grooming operations, and other modifications such as terrain parks, and terrain features such as jumps, rails, fun boxes, and all other constructed and natural features such as half pipes, quarter pipes, or freestyle-bump terrain; (e) impact with lift towers and other structures and their components such as signs, posts, fences or enclosures, hydrants, or water pipes; (f) collisions with other skiers/snowboarders; (g) participation in, or practicing or training for, competitions or special events; and (h) the Participants failure to ski or ride within their own ability.

- 3) Participant hereby assumes all risks which may be associated with and/or result from his/her involvement in such Activity and **releases and indemnifies** Snowbird Resort LLC and Affiliates, their respective officers, directors, agents, servants, and employees, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Activity including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied, on the part of Snowbird.
- 4) By execution of this release Snowbird shall be indemnified for any injury to other person(s) or property which Participant may cause as a result of engaging in the Activity.
- 5) Participant authorizes Snowbird and/or it's authorized personnel to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is

necessary. Further, Participant agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall indemnify and hold harmless Snowbird of and from any costs incurred therein.

- 6) PARTICIPANT CONTRACTUALLY AGREES that any and ALL DISPUTES between himself/herself and Snowbird arising from his/her participation in the Activity, INCLUDING any claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.
- 7) IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.
- 8) THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9) This release shall be binding upon Participant's assignees, subrogors, distributees, heirs, estate, next of kin, executors, personal representatives, and administrators and may be pled by Snowbird as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM OF 18 YEARS OF AGE OR OLDER OR I AM THE PARENT OR LEGAL GUARDIAN OF "PARTICIPANT".

**ALL PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE
A PARENTS SIGNATURE ON THIS WAIVER**

PARTICIPANT NAME _____

PARTICIPANT AGE _____ MALE / FEMALE (circle one)

PARTICIPANT ADDRESS _____

PARTICIPANT PHONE _____

PARTICIPANT E-MAIL ADDRESS _____

PARENT OR LEGAL GUARDIAN (PRINTED) _____

PARENT OR LEGAL GUARDIAN ADDRESS _____

PARENT OR LEGAL GUARDIAN PHONE _____

CONTACT PERSON IN CASE OF EMERGENCY _____

CONTACT PERSON PHONE IN CASE OF EMERGENCY _____

**PARENT OR LEGAL GUARDIAN
SIGN NAME** _____

**PARTICIPANT
SIGN NAME (if 18 or older)** _____

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