



GRAND TARGHEE RESORT

GRAND TARGHEE RESORT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for my participation in SnowCat Adventures
at Grand Targhee Resort, I understand, acknowledge and agree as follows:

- I understand that skiing, snowboarding, 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 may be known and unknown, and which include, but are not limited to, variations in terrain; existing/changing snow conditions; avalanches; changing weather conditions; lightning; difficulty with route finding; high altitude; hypothermia; frostbite; lift, mechanical and equipment failures; rocks; stumps; trees; cliffs; streams; closed areas; collisions with others; collisions with natural and man-made objects/features which may or may not be marked; the possibility of becoming lost or separated from the guide and/or the group; and delayed rescue as compared to accepted rescue times in developed ski areas. I recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the above activities. 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 understand that I may be leaving Ski Patrol serviced areas, including avalanche hazard reduction, and I understand that the areas I may be entering present a higher risk with increased hazards including, but not limited to, avalanches, ice and snow cornices; tree wells; boulders; forest deadfall; holes and depressions on or below the snow surface; and variable and difficult snow conditions. I understand that GTR staff may fail to predict whether the terrain is safe or whether an avalanche may occur and cannot protect nor safeguard me from any risks or hazards we may encounter.
- I further agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend Grand Targhee Resort, LLC, GLT Holdings, 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, ski area or ski 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 I participate in any activity at GTR.**
- I consent to the use by GTR of any pictures for commercial purposes, or otherwise, of me in connection with the activities of GTR.
- 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 GTR to transport me or arrange for my transportation to a medical clinic or medical facility should I become unable to make an informed decision. I agree that upon such transport, Releasees shall have no responsibility for me. 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 (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.**

SIGNATURE (PARENT/GUARDIAN) _____ **DATE** _____