

WOLF CREEK UTAH
LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

THIS LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT (THIS "AGREEMENT") CONTAINS RELEASE PROVISIONS THAT LIMIT YOUR RIGHT TO RECOVER DAMAGES IN THE EVENT OF DEATH, BODILY INJURY, OR PROPERTY DAMAGE TO YOU OR TO OTHERS. IT ALSO SETS FORTH CERTAIN OBLIGATIONS AND REQUIRES YOU TO ASSUME VARIOUS RISKS OF INJURY. READ IT CAREFULLY BEFORE SIGNING IT.

In consideration of and as a condition to my participation in one or more Wolf Creek Utah Activities (defined below), I acknowledge and agree as follows:

1. As used in this Agreement: (a) *Released Parties* means Wolf Creek Properties, LC, dba Wolf Creek Utah, Valley Lodging at Wolf Creek, LC, dba Wolf Creek Adventures, and their respective managers, members, officers, affiliates, subsidiaries, employees, subcontractors, concessionaires, volunteers, agents, and sponsors; (b) *Activities* means any and all activities, services, and use of facilities provided by, conducted by, or arranged by the Released Parties, including, without limitation, skiing, snowshoeing, snowboarding, snowmobiling, sleigh riding, swimming, sailing, kayaking, boating, biking, fishing, horseback riding, whitewater rafting, rock climbing, golfing, hot air ballooning, hiking, and geocaching; (c) *Claims* means all damages, losses, liabilities, injuries, penalties, disbursements, costs, charges, assessments, fees, expenses (including, without limitation, legal, expert, and consulting fees and expenses incurred in investigating, defending, or prosecuting any allegation, litigation, or proceeding), demands, litigation, settlement payments, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory, or otherwise), or judgments; (d) *Indemnify* means to protect and hold harmless the Released Parties against Claims and/or to compensate a Released Party for a Claim incurred; and (e) *Defend* means to provide a competent legal defense of a Released Party against a Claim with counsel reasonably acceptable (and at no cost) to the Released Party and to pay all costs associated with the preparation or prosecution of such Defense.
2. I am aware that Activities are **inherently dangerous** and involve many risks and hazards, including, without limitation: falling; drowning; hypothermia, frostbite and other cold weather-related illness; heatstroke, dehydration and other heat-related illness; altitude-related sickness; health problems caused or exacerbated by strenuous or prolonged physical exertion; ice, rain, snow, flooding, lightning, avalanches, falling rocks, trees and other natural hazards; encounters with domestic or wild animals; exposure to harmful insects, toxic plants and airborne or waterborne pathogens; motor vehicle accidents or other travel-related accidents; equipment failure; extreme or inclement weather conditions; sudden changes in weather conditions; becoming lost or separated from the group; lack of readily available emergency medical care; lack of immediate means of communication or transportation; negligence of other participants in Activities; and negligence of any of the Released Parties. I have voluntarily chosen to participate in one or more Activities despite these and other dangers, risks, and hazards and **ASSUME ALL RISK AND RESPONSIBILITY FOR ANY RESULTING PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR OTHER LOSS.**
3. I agree to be responsible for my own safety at all times. With or without any instructions from any of the Released Parties, I acknowledge and agree that the Released Parties are not in any way responsible for my safety. I also acknowledge that the Released Parties are not safety experts with regard to any of the Activities.
4. I am free from any physical impairment, disability, or condition (e.g., back, muscle, orthopedic, pregnancy or other condition) that would impair my full participation in any Activity.
5. **I HEREBY WAIVE ALL CLAIMS AND RELEASE EACH OF THE RELEASED PARTIES FROM ALL CLAIMS THAT MAY ARISE OR MAY BE ALLEGED TO HAVE ARISEN FROM MY PARTICIPATION (OR, TO THE EXTENT ALLOWED BY LAW, THE PARTICIPATION OF MY MINOR CHILD) IN ANY ACTIVITY. I FURTHER AGREE TO INDEMNIFY AND DEFEND EACH OF THE RELEASED PARTIES AGAINST ALL SUCH CLAIMS (INCLUDING, TO THE EXTENT ALLOWED BY LAW, CLAIMS BROUGHT BY MY MINOR CHILD).**
6. The release, waiver, Indemnity, and Defense obligations in this Agreement will be enforced to the fullest extent permitted by applicable law for the benefit of the Released Parties, even if the applicable Claim is caused by the active or passive negligence or sole, joint, concurrent, or comparative negligence of a Released Party, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Released Party.
7. I authorize any of the Released Parties to take photographs and videos of me during my participation in Activities and consent to the publication of such photographs or videos by any of the Released Parties for advertising, promotional, or marketing purposes. I agree that such photographs and videos, and any photographs or videos I send to any of the Released Parties subsequent to my participation in Activities will be the property of Wolf Creek Utah.
8. The terms of this Agreement are contractual and will, by my signature below, be binding upon me, my personal representative, administrator, heirs, executor, successors, next of kin, and assigns. If any provision of this Agreement is found to be prohibited by law or unenforceable, the remaining provisions will continue in full force and effect. I am of lawful age and am in all other ways legally competent to sign this Agreement. This Agreement will be governed by the laws of the State of Utah, without regard to its conflicts of law provisions. Any claim arising out of or related in any way to my participation in an Activity and any litigation involving this Agreement may be brought exclusively in Weber County, Utah, and the parties submit to personal jurisdiction in the federal or state courts situated in Weber County, Utah.

I have voluntarily signed this Agreement after consultation with my attorney or other legal advisor, or I am aware of my right and have had full opportunity to consult an attorney or legal advisor and have voluntarily, knowingly, and intentionally waived such right, as evidenced by my signature below. Please fill in all information; print as neatly as possible.

Signature* _____ Date _____
(parent/guardian sign is child is under 18)

Student Name: Last _____ First _____ Age: _____

Student Name: Last _____ First _____ Age: _____

Student Name: Last _____ First _____ Age: _____

Student Name: Last _____ First _____ Age: _____

Emergency Medical Release

Emergency Contact # 1 Full Name _____

Street Address _____ City, State, Zip _____

Phone # 1: _____ Phone # 2: _____

Emergency Contact # 2 Full Name _____

Street Address: _____ City, State, Zip _____

Phone # 1: _____ Phone # 2: _____

*The Emergency Contacts provided on this form will be notified as soon as possible in the event of an emergency.

Do your child/children have any medical condition that our education staff should be aware of? Yes ___ No ___

If Yes Please explain _____

In the event of an emergency I do hereby consent to allow the Wolf Creek Utah Ski Patrol to provide care for my child/children and call 911 if necessary.

Parents Signature* _____ Date _____

ADDITIONAL STUDENTS PLEASE FILL OUT ADDITIONAL FORMS