Park City Mountain Resort

ACTIVITY ACKNOWLEDGEMENT OF RISK
LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT - READ IT CAREFULLY!!!

I understand and acknowledge that skiing/snowboarding, ski/snowboard racing and related activities (hereinafter referred to as the "Activity") at Park City Mountain Resort are hazardous activities that involve inherent and other risks of **INJURY** and **DEATH**. I understand that these risks and others exist throughout Park City Mountain Resort (PCMR) and may be unmarked and occur without warning. I recognize that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE**. I have made a voluntary choice to participate in this activity despite the risks, dangers and hazards that it presents. ____ (initials)

I agree that Park City Mountain Resort shall have no duty to warn me of the nature, layout or condition of the activities. I also acknowledge and understand that I am accepting the activities AS IS, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the facility. I accept responsibility for educating myself as to the nature, layout and condition of the activities by conducting an inspection. I further represent that by initialing and signing below I have read, agreed to and understand the terms of this **ACKNOWLEDGEMENT OF RISKS, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT** and that I am signing it freely and willingly. ____ (initials)

I have read and I understand this document and all of its terms. I understand that this is a legally binding **ACKNOWLEDGEMENT OF RISK, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT**. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives. If I elect to participate in more than one Activity at PCMR during the 2007-2008 season, I intend that this **ACKNOWLEDGEMENT OF RISK, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT** shall apply each time I participate in any Activity. ____ (initials)

I also agree to **UNCONDITIONALLY WAIVE** any right to sue PCMR, Greater Park City Company (GPCC), POWDR Corporation and any employees, agents, independent contractors, affiliates, promoters, organizers, designers, constructors and subsidiaries of these aforementioned entities and/or companies (hereinafter "releaseees") regardless of the sport and/or activity involved. I further agree to **UNCONDITIONALLY RELEASE** and **HOLD HARMLESS** the releasees from **ANY AND ALL LIABILITY**, claims or causes of action for **ANY AND ALL INJURIES** sustained while participating in the Activity or any other use of the facilities at Park City Mountain Resort, including, but not limited to, injuries sustained as a result of the releasees **NEGLIGENCE** and regardless of whether the possibility of sustaining such injuries was contemplated, obvious, and/or known at or before the time of injury. ____ (initials)

In the event that any section of this release, including all waivers and grants, is found to be unenforceable, the remaining terms shall be fully enforceable; and this release, including all waivers and grants, shall be binding to the fullest extent permitted by law; and *shall be governed by the laws of the State of Utah* and that any legal action shall be brought in the 3rd District Court, Summit County Utah. ____ (initials)

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I have read and understand the foregoing **ACKNOWLEDGMENT OF RISKS, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT** and have discussed it with my parent(s) or guardian(s) and am voluntarily signing below, intending to be legally bound. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I am acknowledging the risks to my child.

_____ _____

Signature (Must be 18 or older) Date

Name (print)_____Date of Birth ____-____-____

Address_____

Print name of dependent under 18 years of age: _____

Parent or legal guardian's signature for dependent: _____

Print name and address of parent or legal guardian: _____

I hereby authorize the use and reproduction by Park City Mountain Resort and its authorized representatives of any and all photographs taken of me without compensation and understand that all negatives and positives, together with the prints, shall constitute the property of Park City Mountain Resort, solely and absolutely. ____ (initials)