

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & INDEMNIFICATION AGREEMENT**

*Please read this contract carefully before signing. It releases the Jackson Hole Mountain Resort from liability and waives certain rights.*

The person who is taking part in the activity and/or renting equipment shall be referred to hereinafter as "Participant." The term "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. In consideration for the equipment Participant is renting from JHMR, Participant's participation in the Kids Ranch program at Jackson Hole Mountain Resort, and/or Participant's use of Jackson Hole Mountain Resort (JHMR), I, the Undersigned, understand, acknowledge, and contractually agree as follows (the Agreement):

- 1. Acknowledgement of Dangers and Risks:** The Undersigned understands, acknowledges, and agrees that utilizing JHMR rental equipment and/or participating in activities at or during the Kids Ranch program at Jackson Hole Mountain Resort (including but not limited to playing, eating, tram rides, field trips, and skiing & snowboarding), and/or using any of the facilities of the resort, including but not limited to use of the lifts, slopes, trails, playrooms, equipment, or vehicles for any activities (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The Undersigned understands, acknowledges, and agrees that the Participant is a "skier" under the Wyoming Ski Safety Act (W.S. § 1-1-123.1 et. seq.) and that participation in the Activity involves certain inherent dangers and risks. Undersigned agrees that the following dangers or risks are inherent to the Activity, but that the following list is not exhaustive, and that there may be other dangers or risks that are inherent to the Activity not listed below: playing, eating, and sleeping in a child-care environment; snowplay; variations in terrain; equipment failure, malfunction, or failure to operate as intended; failure of ski bindings to release; existing, changing, or otherwise dangerous conditions; slick or uneven walking surfaces; surfaces covered with ice and snow; storms, lightning, hail, snow, fog, changing weather, and other adverse weather conditions; difficulty with route finding; getting separated from instructor; high altitude; loading, riding, and unloading ski lifts, gondolas, trams, and other conveyance devices; mechanical failures or malfunction; vehicle accidents; unmarked and marked rocks, holes, stumps, trees, cliffs, and closed areas; collisions with wildlife, other Participants, or employees; avalanches or snow slides; snow immersion; collisions with natural and man-made objects and equipment; falling; equipment damage; slipping; tripping; loss of balance; varying visibility; unmaintained trails; path and/or trail obstructions; encountering terrain parks or terrain features; attacks by wildlife; contact with insects and plants; Participant's own failure to understand and comply with signage; falling objects; encounters with snowmobiles or other motor vehicles; lack of shelter; limited access to and/or delay of medical attention; failed or poorly executed attempts at rescue or medical care; Participant's own health condition; strenuous activity; fatigue; dehydration; hypothermia; altitude sickness; frostbite; aggression or negligence of other children; choking; food allergies or food poisoning; failure of play equipment or devices; drowning; electric shock; and mental or emotional damage or distress from exposure to any of the above or otherwise.
- 2. Acknowledgement of Limitations of Equipment:** The Undersigned understands that any and all equipment and gear rented from JHMR, which may include but is not limited to skis, snowboards, boots, poles, bindings, helmets, goggles, backpacks, avalanche beacons/transceivers, backpacks, airbags, snowplay devices, and any and all other gear or equipment necessary to participate in Kids Ranch activities, may malfunction, fail, or otherwise not function as it is intended. The Undersigned also understands that although safety equipment may be rented, this equipment is no guarantee of the Participant's safety, and such equipment may not protect the Participant from all injuries, including the types of injuries that the safety equipment is designed to prevent. The Undersigned understands that a ski boot binding system may not release nor properly retain the Participant at all times or under all circumstances. The Undersigned understands that some snowboard, ski blade, and telemark boot binding systems may not be designed nor intended to release, and are no guarantee of safety or protection against injury. The Undersigned understands the benefits and limitations of helmets and other personal protective equipment, and understands that these items are available for rent or purchase. The Undersigned understands that if the Participant does not wear a helmet or other personal protective equipment, the Undersigned is taking full responsibility for these choices.
- 3. Assumption of Risk:** Undersigned acknowledges and agrees that Participant is choosing to rent equipment and/or take part in the activity despite the many potential dangers and inherent risks of doing so, and freely chooses to accept the inherent and non-inherent risks of doing so despite the many potential dangers; and further acknowledges and agrees that there are other such dangers that may not be specifically set forth in this document. By signing this Agreement, the Undersigned recognizes that property loss, injury, serious injury, and death are all possible while renting equipment and/or participating in the Activity. The Undersigned expressly acknowledges and assumes all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, whether inherent or not, that may result in physical injury, property damage, or death, as provided by the Wyoming Ski Safety Act and by common law.

- 4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for the Resort's agreement to allow the Participant to rent equipment and/or participate in the Activity, **THE UNDERSIGNED HEREBY AGREES NOT TO SUE** Jackson Hole Mountain Resort, its affiliated companies and subsidiaries, including but not limited to those that operate the Jackson Hole Mountain Resort, Activity Organizers, Activity Promoters, the United States, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity or the rental or use of the equipment provided by JHMR. By signing this Agreement Not to Sue, the Undersigned is releasing any right that they or their respective heirs, executors, administrators, successors and assigns may otherwise have to make a claim or file a lawsuit against any Released Party. Also, the Undersigned agrees to hold harmless and release each and every released party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty.
- 5. Agreement to Indemnify:** Undersigned agrees to **INDEMNIFY (REIMBURSE)** each Released Party from and against any and all claims of the Undersigned and/or any third party arising in whole or in part from Participant's participation in the Activity. **IN OTHER WORDS, IF PARTICIPANT AND/OR ANYONE ON PARTICIPANT'S BEHALF FILES ANY LAWSUIT OR BRINGS ANY CLAIM FOR INJURY OR DAMAGE AGAINST RELEASED PARTIES, UNDERSIGNED WILL BE REQUIRED TO PAY BACK TO ALL SUCH RELEASED PARTIES ALL SUMS OF MONEY INCURRED BY, OR PAID BY OR ON BEHALF OF ANY OF THE RELEASED PARTIES ON ACCOUNT OF THE BRINGING OF SUCH SUIT OR CLAIM, INCLUDING ALL ATTORNEYS FEES AND COSTS.**
- 6. Medical Authorization, Release, and Indemnification:** The Undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agrees that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.
- 7. Application of Agreement to Minor Participants:** In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her own behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor may otherwise have. **The Undersigned parent or legal guardian understands and agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and signs this document out of a desire to have the Participant be allowed to participate in the activity.**
- 8. Representation of Capacity and Authority to Contract:** If signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age, and that he/she acknowledges and intends to be bound by all of the provisions of this Agreement. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant, and agree and represent that they have the legal right to bind both themselves and the minor Participant to the terms of this Agreement. The Undersigned agrees to indemnify the released parties against all liability and claims, including attorneys fees, arising from any false statements, misrepresentations or fraudulent execution of this Agreement.
- 9. Acknowledgement that Agreement is a Binding Contract:** The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall remain an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.
- 10. Agreement to Application of Wyoming Law and Selection of Forum:** In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the State District Court of Teton County, Wyoming.
- 11. Participant's Responsibilities and Representations:** The Undersigned represents that the Participant is physically and mentally capable of participating in the Activity. Participant assumes the responsibility of maintaining control and safety at all times while engaging in the Activity. Participant is responsible for reading, understanding, and complying with all signage, including the

instructions on the use of the ski area facilities and the use of lifts. Participant agrees and understands that he/she must have the physical dexterity and knowledge to safely load, ride, and unload the lifts, gondolas, trams, and other human conveyance equipment utilized by the Resort. Further, the Undersigned understands that a minor Participant may use the lifts without an adult present, and represents by signing this document that Participant has the training, experience and skill to load, unload and ride the lifts alone and without help or supervision of anyone else.

**12. Equipment Agreement:** The Undersigned acknowledges and promises that the Participant will be the only person using the listed equipment during this rental period. The Undersigned accepts for use "as is" the equipment and accepts full responsibility for the care of the equipment while it is in the Participant's possession. The Undersigned warrants that the Undersigned and/or Participant have made no misrepresentations regarding the Participant's height, weight, age, ability, experience, or other information provided. The Undersigned agrees that it is the Undersigned or Participant's responsibility to conduct a reasonable visual inspection of the equipment Participant will be using for the purposes of familiarization with their use(s). The Undersigned agrees that JHMR will be notified if the equipment is not functioning properly, agrees that the Participant will stop using the equipment, and agrees that the equipment will be promptly returned to JHMR. The Undersigned further agrees to return all rental equipment to JHMR by the agreed date and time. The Undersigned will be responsible for the replacement at full value of any equipment rented under this form but not returned to JHMR.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY CHILD OTHERWISE MAY HAVE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Minor Participant

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

7/17 JB