JACKSON HOLE MOUNTAIN RESORT
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

As an express condition of participation in the Mountain Sports School Camps and other Special Functions and Events at Jackson Hole Mountain Resort (JHMR), I agree and acknowledge as follows:

1. I understand that skiing, snowboarding, or participating in any other activities at the Jackson Hole Mountain Resort (JHMR) can be dangerous. **I further understand that there are inherent and other risks and dangers associated with these activities, which include, but are not limited to, variations in terrain; existing and changing snow conditions; changing weather conditions; slick or uneven walking surfaces; surfaces covered with ice and snow; lightning; difficulty with route finding; high altitude; drills, exercises and free skiing or snowboarding; lift, mechanical and equipment failures; rocks; stumps; trees; cliffs; streams; wildlife; closed areas; collisions with others; collisions with natural and man-made objects and features which may not be marked; avalanche and non-avalanche related snow immersion and the possibility of becoming lost or separated from the coach and/or the group. I understand that snowmaking and grooming activities and equipment, and snowmobiles may be encountered at any time and I assume the risks of loading, riding and unloading the lifts and engaging in the activities accessible from the lifts.**

   I understand that I may be leaving Ski Patrol serviced areas, including avalanche hazard reduction, and may travel outside the JHMR boundary. I understand that the areas I may be entering present a higher risk with increased hazards including, but not limited to, avalanches; non-avalanche related snow immersion; ice and snow cornices; tree wells; boulders; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions; and crevasses. I understand that JHMR 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 recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the above activities and 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 JHMR, I hereby agree to accept and assume any and all risks in connection with such activities.

2. **I agree to forever release, waive, hold harmless, indemnify, and defend JHMR, the United States, their respective subsidiaries, affiliates, representatives, assignees, officers, directors, shareholders, employees, agents, 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 NEGLIGENCE, arising directly or indirectly out of my use of the facilities, resort area or lifts at JHMR, or my presence on JHMR 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.** I understand and agree that this release is applicable to each and every day I participate in any activity at JHMR. If I want financial protection against personal injuries, then I agree I must obtain my own life, liability and health insurance to protect my family members and myself.

3. I consent to the use by JHMR of any pictures (video, digital or print) for commercial purposes, or otherwise, of me in connection with the activities of JHMR.

4. 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 Releasees and/or their personnel to transport me or arrange for my transportation to a medical clinic or other medical facility should I become incapacitated and unable to make an informed decision. I agree that upon such transport, Releasees shall have no further responsibility for me and I agree to indemnify and defend Releasees from any costs incurred therein or claims originating therefrom.

5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by Wyoming law. I further understand and agree that this agreement shall be binding to the fullest extent permitted by law and 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 agree to reimburse Releasees for their reasonable attorney fees incurred due to any failure on my part to comply with this agreement.

6. 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 have carefully read this release, understand its contents, and 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_____**PHONE** _____

PERMANENT ADDRESS _____**ZIP CODE** _____

EMAIL ADDRESS

By entering your email address, you consent to it being used for JHMR marketing purposes. You may choose to opt-out of this service at any point.

SIGNATURE: _____ **DATE**_____ 0909JB

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 Child, I acknowledge and agree that I have read the above agreement, and that by signing this agreement on behalf of Child, I and Child agree to be bound by its terms; I hereby agree to forever release, waive, 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 Child, Child's estate, executors, heirs, or assigns or any other third party, brought under any theory of legal liability, INCLUDING NEGLIGENCE**. **I understand that it is my responsibility to fully inform JHMR of any special needs Child may have**. **I understand and agree that Child may use lifts without a coach or other adult present. I further understand that Child may use a trampoline and may enter into and use the features contained in terrain parks, including the half pipe.** I accept responsibility for all of Child's medical expenses incurred in connection with any of the above activities. I agree to indemnify and defend the Releasees for any and all claims brought by Child; and I agree to indemnify and defend the Releasees for any and all claims brought by a third party arising in connection with Child.

SIGNATURE (PARENT/GUARDIAN):_____ **DATE** _____ Revised 9/09 JB