

Park City Mountain Resort

Eric Hays Memorial/Dec.18-21,2008

Western Tech Series/Jan.4-7, 2009

David Wright Memorial/Jan.10-11,2009

Youth Ski League/Jan.24,2009

J4 Derby/Feb.28-Mar.1,2009

West Reg. Devo Series/Mar.26-29,2009

THIS IS A BINDING LEGAL AGREEMENT - READ IT CAREFULLY!!! WHILE YOUR PARTICIPATION IS LIMITED TO THE SEASON IN THE EVENT IS HELD, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE PERPETUALLY BINDING ON THE USER OF THE PASS AND ARE NOT LIMITED TO THE SEASON IN WHICH THIS AGREEMENT IS SIGNED

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I understand and acknowledge that ski and snowboard events, races or competitions, including practice runs and "free skiing/snowboarding" before and after the races, and related activities (hereinafter referred to as the "Event") at Park City Mountain Resort (hereinafter "PCMR") and skiing and snowboarding in their various forms are hazardous sports that involve inherent and other risks of **INJURY** and **DEATH**. Such risks include, but are not limited to, terrain changes, weather changes, lift towers, signs, rocks, trees, stumps, avalanches, ice, snow or trail conditions, bare spots, equipment failure, getting on, off or riding ski lifts, collisions with skiers, snowboarders, other races, man-made objects, snowmaking equipment, rocks, stumps, debris, lift towers, wildlife, animals, vehicles, motorized transportation, and other natural and/or manmade objects, including, but not limited to snowmobiles, grooming and snowmaking equipment and the failure to ski or ride under control or within one's ability. I understand that these risks and others exist throughout PCMR and may be unmarked and occur without warning. I recognize that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE**. I also recognize that due to the competitive nature of the activity, the Event is more hazardous than non-competitive recreational skiing or snowboarding. I have made a voluntary choice to participate in this activity despite the risks, dangers and hazards that it presents.

____ (initials)

I agree that PCMR shall have no duty to warn me of the nature, layout or condition of the race or training course. I also acknowledge and understand that I am accepting the course **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 racecourse by conducting an inspection prior to each race or heat. I further represent that by initialing and signing below I have read, agreed to and understand the terms of this agreement and that I am signing it freely and willingly.

____ (initials)

I have read and I understand this agreement and all of its terms. I understand that this is a legally binding 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.

____ (initials)

I understand and agree that PCMR is not responsible for; snow, weather, fences and/or barriers at or along portions of the area, or the absence of such fences and/or barriers, and the inability of fences and/or barriers to prevent or reduce injury, changes in the speed of travel, which depends on surface conditions and the weight of the skier or rider.

____ (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, course designers, setters, volunteers, constructors and subsidiaries of these aforementioned entities and/or companies (hereinafter "releasees") 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 event or any other use of the facilities at PCMR, 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)

I have read and understand the foregoing Acknowledgment of Risks 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 of Competitor (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)