

## UTAH SKI MOUNTAINEERING, INC. SKI MOUNTAINEERING RACE PARTICIPANT RELEASE AND WAIVER OF LIABILITY

**BY SIGNING THIS AGREEMENT YOU, THE UNDERSIGNED PARTICIPANT, ARE WAIVING CERTAIN LEGAL RIGHTS, PLEASE READ THE AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.**

In consideration of being allowed to participate in any way in the Wasatch Ski Mountaineering Series, held periodically between November 25, 2014 and May 1, 2015 (the “*Events*”), related events and activities, the undersigned participant (“*Participant*”) acknowledges, appreciates, and agrees that:

1. Age. Participant is at least 18 years old.
2. Physical Condition of Participant. Participant represents and warrants that he or she (i) is in good health, (ii) physically fit to participate in the Events, (iii) has participated in previous ski mountaineering activities without accident or injury, (iv) has not been advised of any adverse health conditions by a medical practitioner, (v) has no special problems associated with his or her care, (vi) has left no special instructions regarding his or her care in the event of accident or emergency during the Events, (vii) will not participate in the Events under the influence of alcohol, drugs, or anything that could impair the Participant’s actions, (viii) will at all times during the Events wear the appropriate protective gear required for participation, and (ix) will at all times during the Events abide by all of the Events rules and regulations.
3. Assumption of the Risk. Participant accepts and understands that skiing, sliding, climbing, jumping, or other similar activities that may be required while participating in the Events are HAZARDOUS sports that have many dangers and risks. It is further understood that training or racing competitively is more HAZARDOUS than recreational backcountry skiing. Participant realizes that injuries are common and ordinary occurrence of this sport. Participant agrees as a condition of being allowed to compete in the Events and use the ski area facility and premises, that Participant knowingly and freely accepts and voluntarily ASSUMES ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH and for any PROPERTY DAMAGE which results in any way from negligence, conditions on or about the premises and facilities, namely, grooming, snowmaking, ski lift operations, and inherent dangers and risks of the Events including: changing weather conditions; existing and changing snow conditions; avalanche conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities, the negligent operation of the Event, or any other actions or omissions of Wasatch Ski Mountaineering Series and/or Utah Ski Mountaineering, Inc. or Brighton Ski Resort (“*Brighton*”). Participant understands and agrees that the foregoing risks may not be anticipated, controlled, or eliminated by any Released Party (defined below). Participant agrees that he or she will be deemed a Participant for the purposes of this Agreement at all times, whether practicing for competition or in competition. Participant agrees that he or she is always provided an opportunity to conduct a reasonable visual inspection of the race course. Participant understands that he or she will be held to assume the risk of all course conditions, course construction, or layout and obstacles.
4. Release, Waiver, and Indemnity. Participant hereby release and forever discharge and agree to save and hold harmless Wasatch Ski Mountaineering Series, Utah Ski Mountaineering, Inc., Brighton Ski Resort, their respective parent companies, subsidiaries and affiliates, and the members, officers, directors, agents, servants, employees, and volunteers, of each, the event hosts and property owners, and the owners, lessors and lessees of facilities and equipment used in connection with the Event, the respective organizers, directors, officers, employees, agents, and volunteers of all of them, and the other participants in the Events (each such entity or individual being referred to as a “*Released Party*”) of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness, losses, damages, claims, demands, actions, causes of action, liabilities or expenses of any kind or nature (and whether accruing to Participant, his or her heirs or his or her personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence or failure to act of any Released Party and that arise out of or in connection with the Event or Participant’s participation therein or attendance thereat.
5. Inspection of Course and Equipment. Participant agrees that before participation in the Events, Participant will inspect the course, premises and any equipment he or she may use during the Events. Participant will immediately advise the supervisor of the Events of any unsafe condition that he or she observes. Participant will

refuse to participate in the Events until all unsafe conditions observed by him or her have been remedied and his or her equipment is in good and working order.

6. Medical Treatment. In connection with any injury Participant may sustain or illness or other medical conditions Participant may experience during participation in or attendance at the Events, Participant authorizes any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if Participant is not able to act on his or her own behalf. Participant further authorizes the attending medical personnel to execute on Participant's behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on Participant's behalf if Participant is not able or immediately available to do so. Further, Participant agrees that he or she shall be solely responsible to pay any and all hospital, medical, rescue, or treatment costs incurred that arise out of any personal injury sustained by Participant through his or her participation in the Event and shall indemnify and hold harmless the Released Parties of and from any costs incurred therein.
7. Identity License. As a condition of Participant's being permitted to compete in the Events, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant hereby grants permission to Wasatch Ski Mountaineering Series, Utah Ski Mountaineering, Inc., Brighton, and its subsidiaries and affiliates ("Licensees") to utilize Participant's appearance, name, voice and likeness in connection with the Event in any and all manner and media throughout the world in perpetuity. Participant hereby waives any right that Participant may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. Participant hereby warrants that Participant has the right to make this release and that Participant's granting this release and the rights conveyed thereby will not infringe the rights of any third party. Participant hereby assigns all right, title and interest Participant may have in any and all media in which any or all of Participant's appearance, name, voice or likeness have been captured in connection with the above to Licensees, along with full rights of assignability.
8. Indemnification. Participant agrees to indemnify each Released Party and to hold each of them harmless against any and all liabilities to which a Released Party may become liable, directly or indirectly, arising out of, or relating to, Participant's participation in the Events, unless it is determined that the such liability resulted from the gross negligence or willful misconduct of the particular Released Party. Participant also agrees that no Released Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to Participant or any of his or her family or next of kin, directly or indirectly, arising out of, or relating to, Participant's participation in the Event, unless it is determined that the such liability resulted from the gross negligence or willful misconduct of the particular Released Party.
9. Disputes; Choice of Law. Participant agrees that any and all disputes between himself or herself and WSM, Brighton, or any of their respective subsidiaries or affiliates arising from his or her participation in or attendance at the Events including claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH and EXCLUSIVE JURISDICTION thereof will be in the state or federal court residing in the county of Salt Lake, state of Utah.
10. Severability. Participant agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
11. Binding Effect. This Release and Waiver shall be binding upon Participant, his or her assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives, and administrators and may be pled by WPK or Brighton as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

**I HAVE CAREFULLY READ THE FORGOING RELEASE AND WAIVER OF LIABILITY, UNDERSTAND ITS CONTENTS, AND AGREE TO ITS TERMS, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. THIS RELEASE AND WAIVER OF LIABILITY IS ENTERED INTO BY THE UNDERSIGNED PARTICIPANT AS OF THE DATE INDICATED BELOW.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_