

WAIVER OF CLAIMS/RELEASE/AND INDEMNIFICATION
Wasatch Adaptive Sports-2016 Summer Season and 2016 Year-Round Activities

I, the undersigned, in consideration of Wasatch Adaptive Sports, Inc., Snowbird Holdings LLC, Snowbird Resort LLC, Snowbird Operations LLC and their respective subsidiaries and affiliates providing access to its property and for my participation in Wasatch Adaptive Sports activities, the undersigned hereby expressly acknowledges, **accepts and assumes all risk of serious personal injury, including death and property damage.** I agree to abide by any and all rules and regulations outlined by the Wasatch Adaptive Sports Program and the activities they participate in.

I understand that indoor and outdoor activities such as but not limited to hiking, biking, adaptive biking, handcycling, inline skating, scooter riding, fishing, swimming, camping, compass and GPS navigation, Euro-Bungee, Alpine Slide, Mountain Flyer, Mountain Coaster, Inflatables, Climbing Wall, Ropes Course, Wasatch Mining Company, Forever Young Zone Boundless Playground activities, playground activities, tram rides, chairlift rides, Peruvian Tunnel Tours, Snowbird Water Tunnel Tours, wheelchair soccer, wheelchair tennis, tennis, baseball, yoga and all other on and off premise activities such as adaptive horseback riding at Courage Reins, hiking, camping, bowling, fishing, swimming, paddle boarding, sailing, wind surfing and other water activities, biking, handcycling, indoor handcycle/bicycle spinning, inline skating, adaptive dry-land X-Country skiing, wheelchair soccer, yoga, baseball, Miracle League Baseball, golf at Pebblebrook Golf Course, sled hockey at the Utah Olympic Oval and spectator sporting events can be dangerous (hereinafter "Activities"). I further understand that there are inherent and other risks and dangers associated with these Activities which include, but are not limited to, changing weather conditions, lightning, variations or steepness in terrain; uneven terrain; snow or icy conditions; mechanical and equipment failure; drowning; insect bites; poisonous plants; allergies; falls; exposure to sun; limited or delayed medical care; collisions with other persons or objects; and a person's failure to perform within his own ability. I understand that accidents, injury, illness, incapacity or death can arise in conjunction with participating in the above Activities. In consideration for participation in the Wasatch Adaptive Sports Program, I hereby agree to accept and assume any all risks in connection with such activities.

In consideration for participation in Wasatch Adaptive Sports programs at Snowbird and off premise and use of Snowbird Ski and Summer Resort facilities, and as a condition precedent thereto, **I hereby agree to waive, release, discharge, save, indemnify and hold harmless and defend Wasatch Adaptive Sports, Inc., Snowbird Holdings LLC, Snowbird Resort LLC, Snowbird Operations LLC and their respective subsidiaries, affiliates, representatives, assignees, officers, directors, shareholders, employees, agents and insurance carriers (hereinafter collectively referred to as "The Wasatch and Snowbird Entities") 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 the use of the facilities, ski area, ski lifts, rides, vehicles, the Activities, Wasatch Adaptive Sports program or other activities or programs at Snowbird, or my presence on Snowbird premises.** In the event that a claim or legal action for injuries arising out of the Activities is made against the Wasatch and Snowbird Entities, I agree to indemnify and hold the Wasatch and Snowbird Entities harmless from and against all such claims and actions and agree to reimburse the Wasatch and Snowbird Entities for any costs, attorneys' fees, judgments, or settlement amounts paid by the Wasatch and Snowbird Entities relating to said claims or actions. **This agreement to indemnify the Wasatch and Snowbird Entities includes all claims and legal actions; even if the injuries, death, damages or liability arise out of or are alleged to have arisen out of the sole or comparative NEGLIGENCE of the Wasatch and Snowbird Entities.** I agree that any legal action involving interpretation of this document and/or alleging liability against the Wasatch and Snowbird Entities, regardless of the legal theory under which the action is brought, shall only be filed in Utah and shall be governed by Utah law.

If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

Signature of Participant:

Date:

Participant Name:

In the event the participant is under the age of 18, the undersigned represents and agrees that in signing this liability release on behalf of a minor (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 the Child, I acknowledge and agree that I have read the above agreement, and that by signing this agreement on behalf of the Child, I and the Child agree to be bound by its terms; I hereby agree to waive, release, discharge, save, indemnify and hold harmless and defend Wasatch Adaptive Sports, Inc., Snowbird Holdings LLC, Snowbird Resort LLC, Snowbird Operations LLC and their respective subsidiaries, affiliates, representatives, assignees, officers, directors, shareholders, employees, agents and insurance carriers (hereinafter collectively referred to as the "Wasatch and Snowbird Entities") **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 the Child, the Child's estate, executors, heirs, 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 Wasatch Adaptive Sports of any special needs my child may have.** I consent and agree for the Child to be bound by this agreement and I hereby indemnify the Wasatch and Snowbird Entities for all awards, legal expenses and settlements arising out of the Child's participation in the activities.

Signature of Parent or Legal Guardian:

Date:

Print Name of Parent of Legal Guardian:

***Sign and provide email below to receive a verification email from Adobe Sign. You must verify for WAS to receive this form.**