

Park City Mountain Resort

- Eric Hays Memorial/Dec. 19-22, 2009 IMD J1/2 Qualifier/Jan. 4, 2010 Western Tech Series/Jan. 7-10, 2010
 UU FISU Invite/Jan. 11-12, 2010 YSL/Jan. 16, 2010 David Wright J3 Qualifier/Jan. 30-31, 2010
 South Series Finals/Feb. 20-21, 2010 Western FIS Open/Mar. 19-22, 2010

ACKNOWLEDGMENT OF RISKS, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT - READ IT CAREFULLY!!!

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.

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.

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.

I understand and agree that PCMR is not responsible for snow conditions, weather, fences and/or barriers at, on or along the race course, or the absence of such fences and/or barriers, or the inability of fences and/or barriers to prevent or reduce injury. Nor is PCMR responsible for any changes in the speed of travel, which depends on surface conditions and the weight of the skier or rider.

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 and 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.

In the event that any section or portion of this release is found to be unenforceable, partially or otherwise, the remaining terms shall be fully enforceable; and this release, including all waivers, 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 State Court, Summit County Utah.

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.

Signature of Competitor (Must be 18 or older)

Date

Name (print) _____ Date of Birth ____ - ____ - ____

Address _____

I have read and understand the foregoing agreement and have discussed it with my children and am voluntarily signing below, indicating my acknowledgement of the risks on their behalf and further indicating my child(ren)'s understanding of the risks involved as well. I represent and warrant that I am signing this agreement with the consent and approval of my spouse (if any).

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: _____