

# Arizona Snowbowl Resort LP

## **SUMMER ACTIVITIES WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

### **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person buying this Summer Pass and who is taking part in any or all of the various Non-winter activities available at Arizona Snowbowl Resort (hereinafter "Snowbowl"), collectively and individually referred to in this contract as "**ACTIVITY**", (which includes but is not limited to, **SUMMER TUBING**, the **SCENIC CHAIRLIFT**, **HIKING AND CLIMBING IN MOUNTAIN TERRAIN** whether self-guided or with guide, **DISC GOLF**, climbing on **NATURAL ROCK**, the **ADVENTURE ROPES COURSE**, the **BUNGEE TRAMPOLINE**, the **BOUNCE HOUSE**, **TREASURE PANNING**, the **BARREL ROLL**), shall be referred to in this contract as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned represent that Participant has the physical and emotional ability to participate in the **ACTIVITY** and agree and understand that **ANY OR ALL OF THE VARIOUS ACTIVITY(IES)**, require physical exertion, can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH** which could occur including the risks of loading, riding and unloading the aerial lifts, changing weather conditions, loose gravel and dirt, rocks, uneven terrain, collisions with natural, man-made and other objects or persons, climbing stairs, dangers from flying objects whether man-made or natural from other participants or yourself, and all of the other risks that are included in participation in various outdoor activities in a mountain environment. For purposes of this Agreement, the Undersigned **AGREES** that they are subject to the provisions of A.R.S. Section 5-701(8),(9)&(11) defining "Ski Area", "Ski Area Operator" and "Skier" **EVEN THOUGH IT IS SUMMER** and A.R.S. 5-706 establishing the effect of this "Release of Liability". A **COPY** of the Statute is available at the ticket office and should **BE READ BEFORE** you participate in the Activity.

- a. As to **SUMMER TUBING**, Undersigned agrees that these **ACTIVITY(IES)** include the **HAZARDS AND RISKS** that the tube is solely a user controlled device, that the **TUBE DOES TIP OVER OR MAY LEAVE THE TRACK OR COLLIDE WITH OTHER TUBES OR TUBERS**, that **HIGH SPEEDS** may be reached if the user allows the sled/tube to do so, that the materials of the track and the sled/tube can cause cuts, abrasions, etc., that injuries do occur and that, by my signature below, I **AGREE TO KEEP THE TUBE UNDER CONTROL AT ALL TIMES AND TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS**. I also agree to remain alert and to act in a careful and prudent manner at all times to safeguard myself as much as possible.

2. The Undersigned acknowledge and understand that the description of the **RISKS LISTED ABOVE ARE NOT COMPLETE** and that participating in the **ACTIVITY**, whether or not described, may be **DANGEROUS** and may also include risks which are inherent and/or which **CANNOT BE REASONABLY AVOIDED** without changing the nature of the **ACTIVITY**. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the **ACTIVITY**. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

3. In consideration for allowing the Participant to participate in the **ACTIVITY**, **THE UNDERSIGNED HEREBY FULLY RELEASE AND AGREE NOT TO SUE** Snowbowl or any successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "**RELEASED PARTY**") for any property damage (including but not limited to equipment damage), **PERSONAL INJURY** or loss to Participant, including **DEATH**, which Participant **INCLUDING ANY MINOR**, may suffer, arising in whole or in part out of Participant's participation in the **ACTIVITY**. By agreeing **NOT TO SUE**, the Undersigned **ARE RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY**. This contract of the **UNDERSIGNED WHICH RELEASES EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDES BUT IS NOT LIMITED TO, ALL CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH of any STATUTE or CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY** and including **ALL** claims of any **MINOR**, even after attaining majority.

4. By execution of this Agreement, the Undersigned also **SEPERATELY CONTRACT AND AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each **RELEASED PARTY** from any and all claims, losses, settlements, judgments or lawsuits (including **PAYING THE RELEASED PARTY'S** attorneys fees and costs) that are made or filed on behalf of the Undersigned, any Minor for whom Undersigned is signing and/or from any third party injured by the Undersigned arising in whole or in part from Participant's participation in the **ACTIVITY**.

6. In consideration for allowing Participant to participate in the **ACTIVITY** under this Summer Pass, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the **ACTIVITY** shall be **GOVERNED BY ARIZONA LAW** and **EXCLUSIVE JURISDICTION** of any claim or lawsuit shall be the **DISTRICT COURT OF COCONINO COUNTY, ARIZONA**.

7. In the case of a **MINOR** Participant, the Undersigned parent or legal guardian acknowledges that he/she is **NOT ONLY** signing this Agreement on his/her behalf, but that he/she is also **SIGNING ON BEHALF** of the **MINOR** and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also **WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR** that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity under this Summer Pass.

8. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

9. The Undersigned understand and acknowledge that this Agreement **IS A CONTRACT** and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be **BINDING** upon **UNDERSIGNED**, the assignees, subrogors, heirs, next of kin, executors and personal representatives of the Undersigned, **AND THE MINOR FOR WHOM SIGNING**.

10. The undersigned gives **FULL PERMISSION** for Snowbowl to use **ANY AUDIO OR VISUAL MATERIALS** of myself or said Minor(s) taken at the resort, and by signing below, Undersigned is releasing the use of any audio or visual materials taken, or on file, for any uses by Snowbowl. It is agreed that all said images and sound recordings shall constitute the property of Snowbowl, solely and completely.

11. **THE UNDERSIGNED** authorize any **RELEASED PARTY** and/or their authorized personnel to call for medical care for the **PARTICIPANT** or to transport the **PARTICIPANT** to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Further, **THE UNDERSIGNED** agree to pay all costs associated with such medical care and related transportation provided for the **PARTICIPANT** and shall indemnify and hold harmless the **RELEASED PARTY** from any costs incurred therein, or any claims arising therefrom. **IT IS RECOMMENDED THAT UNDERSIGNED OBTAIN HEALTH, ACCIDENT AND LIFE INSURANCE ON EACH PARTICIPANT BEFORE PARTICIPATING IN THE ACTIVITY.**

**THIS IS A CONTRACT. DON'T SIGN IT IF YOU DON'T UNDERSTAND IT. IT IS A FULL RELEASE, WHICH MEANS YOU CAN'T SUE IF HURT. IT IS AN INDEMNITY CONTRACT, WHICH MEANS IF YOU BREAK THIS CONTRACT AND SUE, YOU WOULD HAVE TO PAY SNOWBOWL'S ATTORNEYS FEES AND COSTS AS WELL AS ALL OTHER MONEY EXPENSES. IF YOU DON'T WANT TO BUY THIS SUMMER PASS, YOU CAN PAY REGULAR TICKET RATES FOR EACH ACTIVITY.**

<i>Printed Name of Participant #1</i>	<i>Signature of Participant #1 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>
<i>Printed Name of Participant #2</i>	<i>Signature of Participant #2 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>
<i>Printed Name of Participant #3</i>	<i>Signature of Participant #3 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>
<i>Printed Name of Participant #4</i>	<i>Signature of Participant #4 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>

<i>Mailing Address</i>	<i>Telephone</i>	<i>Email Address</i>
<i>Emergency Contact</i>	<i>Emergency Contact Phone</i>	<i>Name/Relation</i>