

**2010 - 2011
Season Pass
Release & Indemnity Agreement**

IMPORTANT... PLEASE READ CAREFULLY

As a **Brian Head Resort** Season Pass Holder, we look to you to help us continue our tradition of great skiing and snowboarding by setting a good example and encouraging others to do the same. Listed below are the rules and regulations to make everyone's experience more enjoyable. This is only a partial list, use common sense and good judgment. If you are in doubt, please ask our Ski Patrol.

Your Responsibility Code:

1. Ski/Snowboard under control at all times in a manner you can stop to avoid others and objects.
2. When skiing/snowboarding downhill or overtaking another person, avoid the person below.
3. Do not stop where you obstruct a trail or where you are not visible from above.
4. When entering a trail or starting downhill, yield to others.
5. Use ski brakes, straps, or other retention devices to help prevent runaway equipment.
6. Obey all signs and closures.

Violations of the following **may result** in legal prosecution and/or loss of Season Pass and skiing/snowboarding privileges without compensation at Brian Head Resort's sole discretion:

- Skiing/snowboarding too fast or recklessly.
- Skiing/snowboarding beyond CLOSED AREA signs into a closed area.
- Skiing/snowboarding beyond CLOSED AREA AVALANCHE DANGER signs.
- Jumping out of chairlifts.
- Abusive or rude language and/or unacceptable behavior.

This Season Pass shall remain the property of Brian Head Resort and is non-transferable, non-refundable, and is not for re-sale. All lift privileges granted hereby are to the person named herein only (with the exception of the Freedom Pass). Use of this Season Pass by anyone else will result in immediate loss of all lift, skiing/snowboarding privileges without compensation and shall constitute fraud. I certify that the information I have included on this form is correct. I also understand that skiing privileges may be revoked without refund for any false information provided on this form

Day Passes will not be issued if your pass is lost, stolen, or forgotten. There will be a service charge of \$40.00 to replace this Season Pass if it is lost or stolen. This service charge is non-refundable. This Season Pass is valid only during the current season and does not authorize any other recreational or other use of the ski area, or use other than during the season. I agree to surrender this pass at the request of any ski patrol for violations of this agreement.

PLEASE READ, THEN SIGN THE BACK OF THIS FORM.

**EACH PASS HOLDER MUST SIGN AN AGREEMENT,
or PARENT GUARDIAN MUST SIGN FOR PASS HOLDERS UNDER 18 YEARS OF AGE.**

By signing the back of this form, you understand and agree to all of the above.

RELEASE & INDEMNITY AGREEMENT

Please do not accept free/ reduced price skiing/snowboarding unless you are willing to accept this agreement.
PLEASE READ CAREFULLY, YOU ARE GIVING UP CERTAIN RIGHTS IF SIGNED.

Release of Liability I am aware that skiing/snowboarding in their various forms, (hereafter "skiing") are hazardous sports involving the risk of injuries, property damage, and death. Terrain changes, lift towers, signs, rocks, trees, stumps, avalanche, ice, weather, snow conditions, bare spots, snowmaking equipment, equipment failure, getting on/off or riding of ski lifts, collisions with skiers/snowboarders, objects, or equipment used for ski area operations, failure to ski under control or within one's ability, **or negligence of Brian Head Resort, Inc.; Brian Head Resort, LTD; Brian Head Ski LTD; Brian Head Resort, LLC; owners of the property at the area; their employees or agents; and assignees (collectively hereafter "Brian Head Resort")**, are all examples of the risks of skiing.

I agree these risks exist throughout the ski area and may be unmarked and occur without warning. I agree, for the issuance of a pass and use of the ski area to expressly assume and accept all such risks of skiing including any **negligence of Brian Head Resort**. I, my heirs, and representatives agree to fully release from any legal liability and never to file a claim or suit against **Brian Head Resort** for any injuries, death, or loss caused by or resulting from my skiing or the operation of **Brian Head Resort** regardless of whether or not **Brian Head Resort, its agents or employees were negligent**.

Indemnity I agree to indemnify and hold **Brian Head Resort** harmless for any claims arising from my skiing or from claims of others related to my skiing even if **Brian Head Resort** is **negligent**. My obligations include paying all attorneys' fees, costs, or judgments incurred by **Brian Head Resort** as a result of my obligations to indemnify or the breach of this agreement. I represent that I have read, agree, and understood the terms of this Agreement, including the other side of this form. I agree never to file a lawsuit against **Brian Head Resort**. However, I agree that any lawsuit filed against Brian Head Resort shall be filed in the Fifth District Court in the State of Utah, or the federal court for the district of Utah. I agree that if any part of this agreement is determined to be unenforceable all other parts shall remain in effect and that Utah law shall apply.

Pass holders under the age of 18 are required to have a parent or legal guardian read and sign this Agreement. The parent/legal guardian and the pass holder under 18 have read, understand, and agree to comply with this Agreement. The parent/guardian agrees to indemnify and hold **Brian Head Resort** harmless from any and all claims brought by the pass holder under 18 or resulting from the pass holder under 18's actions, even if **Brian Head Resort**, its agents, or employees are **negligent**. The parent/legal guardian agrees to explain and enforce **Your Responsibility Code** as outlined on this form and undertake all duties and responsibilities to educate, control, and protect the passholder under 18 from all the risks involved in the sport. The parent/legal guardian agrees to make all decisions concerning the passholder under 18's participation and involvement in the sport.

Up to 6 passholders per order may sign below.

1.

Print Pass Holder Name (Last, First)	Signature (Parent/Guardian if under 18)	Date
--------------------------------------	---	------

2.

Print Pass Holder Name (Last, First)	Signature (Parent/Guardian if under 18)	Date
--------------------------------------	---	------

3.

Print Pass Holder Name (Last, First)	Signature (Parent/Guardian if under 18)	Date
--------------------------------------	---	------

4.

Print Pass Holder Name (Last, First)	Signature (Parent/Guardian if under 18)	Date
--------------------------------------	---	------

5.

Print Pass Holder Name (Last, First)	Signature (Parent/Guardian if under 18)	Date
--------------------------------------	---	------

6.

Print Pass Holder Name (Last, First)	Signature (Parent/Guardian if under 18)	Date
--------------------------------------	---	------