



## 2008 Summer Activities Release of Liability Exercise Caution and be Careful

I, the undersigned, in consideration of riding the lift and shuttle transportation, engaging in disc golf, rental of a bike, use of the facilities, area and/or mountain biking at **Brian Head Resort** (generally referred to herein as the "**Activities**"), hereby expressly accept, agree and understand the following:

A. **Conditions.** While biking, I will wear a helmet at all times. My bike is working properly. I am physically and mentally able to ride the bike and I am familiar with the bike and mountain bike riding. I will read and follow all instructions and signs. I agree that **Brian Head Resort** may revoke and confiscate my pass to ride and prevent my use of the area for unsafe conduct, rude conduct or failure to obey instructions without reimbursement. If I have rented a bike from **Brian Head Resort**, then I agree that I am fully responsible for all damage or loss to the bike, and agree to pay for all repairs at full retail value or for the cost of the bike if lost or stolen. I agree that there are **no express or implied warranties of merchantability or fitness for purpose** provided, and I accept the rental equipment "**AS IS.**"

B. **Express Assumption of Risks of Personal Injury.** A person who participates in mountain bike riding or other **Activities** may incur injuries, including death, paralysis, head injuries, and broken bones. The risks include, but are not limited to: falling; loss of control; problems loading, unloading or riding the lift or shuttle transportation; trees, rocks, structures, varying terrain, steepness, mud, holes, cliffs, gravel, narrow trails; negligence of other riders, hikers or vehicles; equipment failure and/or **negligent actions of Brian Head Resort, Inc., Brian Head Resorts, Ltd., Brian Head Ski, Ltd., and Brian Head Resort Development, LLC., owners of property ridden on, their officers, employees or agents (collectively referred to herein as "Brian Head Resort")**. I expressly agree to assume all risks of any loss, damage or injury resulting in any way from the **Activities** including any negligence on **Brian Head Resort's** behalf. The risks exist all over the mountain and surrounding trail networks and I agree to watch for and use common sense while participating in the Activities.

C. **Release of all Liability (Including Negligence).** To the fullest extent allowed by law, I agree to fully release **Brian Head Resort** from all liability for damages, injuries or claims, including any from the **negligence** of **Brian Head Resort** to myself or any other person or property, which in any way result in whole or in part from my participation in the **Activities**, including biking, riding lifts, use of the area at **Brian Head Resort**, all transportation or rental of equipment. I expressly agree to release **Brian Head Resort** for its **negligence** in causing in whole or in part any injury or damage to me and all claims related to my rental of equipment.

D. **No Lawsuit/Hold Harmless.** To the fullest extent allowed by law, I agree not to file any lawsuit against **Brian Head Resort**, and to indemnify **Brian Head Resort** and hold it harmless for any damages, injuries, judgments or lawsuits, resulting from my participation in the **Activities**, or my rental of equipment. I agree that my obligation not to sue and to indemnify and hold **Brian Head Resort** harmless applies even if **Brian Head Resort** is **negligent** and includes repayment of all attorneys' fees and cost incurred by **Brian Head Resort**. I agree that any lawsuit that I file against **Brian Head Resort** shall be filed in Utah courts and that Utah law shall apply.

I understand and agree that this contract is binding upon my heirs and legal representatives and is a final and complete agreement. If portions of this agreement are invalid, then I agree that the remaining portions will remain enforceable. I acknowledge that I have read and understood all provisions in this document. This agreement will apply to any **Activities** or use of the area on any date up to and including December 31, 2008.

Persons under the age of 18 (minors) are required to have a parent, guardian or a responsible authorized adult (collectively referred to herein as "**Authorized Adult**") read and sign this Agreement. To the fullest extent allowed by law, the **Authorized Adult** individually and on behalf of the minor(s) has read, understands, and expressly agrees to all of the terms of this agreement.

The **Authorized Adult** agrees and acknowledges **Authorized Adult's** release of liability, indemnity and covenant not to sue **Brian Head Resort**, including for **negligence**.

PLEASE READ, THEN SIGN THE BACK OF THIS FORM.

The **Authorized Adult** releases all of their, and the minor(s) rights or claims including wrongful death damages. The **Authorized Adult** is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control and protect the minor from all of the risks involved in the **Activities**. The **Authorized Adult** agrees to make all decisions concerning the minor's participation, ability, use of the area and involvement in the **Activities**. The **Authorized Adult** agrees to pay all medical bills incurred by the minor and waives all rights of subrogation against **Brian Head Resort**. If the minor(s) have rented a bike from **Brian Head Resort**, then the **Authorized Adult** agrees that they are fully responsible for all damage or loss to the bike, and agree to pay for all repairs at full retail value or for the cost of the bike if lost or stolen.

Print Name (Last, First) Signature Date

Address City State Zip Phone Number E-Mail

Print Name (Last, First) Signature Date

Address City State Zip Phone Number E-Mail

Minor Name Signature Date

Address City State Zip Phone Number E-Mail

Minor Name Signature Date

Address City State Zip Phone Number E-Mail

<b>Rental Equipment Instructions</b>
<p><b>I agree that all instruction on the use of rental equipment including, but not limited to:</b></p> <p> <input type="checkbox"/> <b>Helmet</b>    <input type="checkbox"/> <b>Bike Size Selection and Adjustment</b>    <input type="checkbox"/> <b>General Operation</b>  <input type="checkbox"/> <b>Quick Release Mechanisms</b>    <input type="checkbox"/> <b>Brakes and Gear Mechanisms</b>    <input type="checkbox"/> <b>Tire Pressure</b>  <input type="checkbox"/> <b>Shock Adjustment</b> </p> <p><b>has been made clear to me and I understand the function of the equipment. If I experience any mechanical problems, then I agree to stop using the equipment immediately and seek repairs.</b></p>

<b>Name of Renter(s):</b>	
<b>Local Address:</b>	
<b>Emergency Phone:</b>	<b>Emergency Contact:</b>

**Brian Head Resort Use**

<b>Bike One</b>			
<b>Date Out:</b>	<b>Date In:</b>	<b>Sales Person:</b>	<b>Helmet:</b>
<b>Bike Model:</b>		<b>Id Number:</b>	
<b>Bike Two</b>			
<b>Date Out:</b>	<b>Date In:</b>	<b>Sales Person:</b>	<b>Helmet:</b>
<b>Bike Model:</b>		<b>Id Number:</b>	
<b>Bike Three</b>			
<b>Date Out:</b>	<b>Date In:</b>	<b>Sales Person:</b>	<b>Helmet:</b>
<b>Bike Model:</b>		<b>Id Number:</b>	
<b>Bike Four</b>			
<b>Date Out:</b>	<b>Date In:</b>	<b>Sales Person:</b>	<b>Helmet:</b>
<b>Bike Model:</b>		<b>Id Number:</b>	