

**• Brian Head Resort • YSL Ski Race • March 9 and 10, 2019 •
Release & Indemnity Form**

Last Name:		First Name:		Middle Initial:	
		Age:	<input type="checkbox"/> Male		
			<input type="checkbox"/> Female		
		Lift Ticket Issued:			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Address:				Apt. #:	
City:		State:		Zip:	
Phone:		E-mail:			
		Emergency Contact Phone:			

– READ CAREFULLY BEFORE SIGNING –

I, the undersigned, and if I am a person under 18 years of age, my parents or legal guardian and I (hereafter “I”) understand that this event involves SIGNIFICANT RISK OF PROPERTY DAMAGE, SERIOUS PERSONAL INJURY, OR EVEN DEATH. I understand and expressly accept that there are NATURAL, MAN MADE, AND ENVIRONMENTAL CONDITIONS AND RISKS, including falls, changing weather conditions, variations in terrain, variations in natural and man-made obstacle and structures, equipment failure, collisions with objects, structures, other people or equipment, negligence of others and exceeding my own abilities, which may cause severe or even fatal injuries.

In consideration of **Brian Head Resort’s** (as defined below) acceptance of the event, I agree to the following terms and conditions:

- I expressly agree to assume all conditions, risks of injury and responsibility for all falls, accidents, personal injuries, and/or property damage, including all risks of injury or damages resulting from any negligence of Brian Head Acquisition Partners, LLC, its members, agents, employees, property owners, or sponsors of the event (collectively “Brian Head Resort”).**
- I agree to forever waive and release **Brian Head Resort** from any and all claims, including any **negligence on the part of Brian Head Resort** and injuries, losses, and damages resulting in any way from my association with, entry in this event or participation in this event’s training, practice, or competitive events and clinics. My release includes all claims regarding the design or conditions of event site, course, structures or equipment utilized by me in training, practice, or competitive events or clinics and any claim for express or implied warranty. I agree to indemnify and hold **Brian Head Resort** harmless from all claims, damages or injuries related to my participation in the event, training, practice or clinics, including reimbursement of any attorney’s fees and costs incurred by **Brian Head Resort** even if **Brian Head Resort** is negligent.
- I agree that no lawsuit will be filed by me or on my behalf against **Brian Head Resort** as a result of my participation in this event or for any injuries or damages that I sustain. If I do file a lawsuit, then I agree to pay any attorney’s fees, costs, or judgments incurred by **Brian Head Resort**. I understand that this is a contract, which limits my legal rights and that it is binding upon my heirs, my legal representatives, and me. If portions of this Agreement are invalid, it is agreed that the remaining portions will remain intact and enforceable.
- I agree to conduct a visual walk through inspection of any course or facility used in the event before any training, practice, or competition. I agree that I am solely responsible for my safety and I am responsible for providing, utilizing, and maintaining the equipment necessary for my participation.
- I agree that I will accept and abide by the rules and regulations of this event, and any entry fee is non-refundable.
- I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, AND I HAVE SIGNED IT VOLUNTARILY.**

Signature of Participant: _____ Date: ___/___/2019

As the parent and/or legal guardian of the above participant under 18, I have read this Release and Agreement. I fully accept the terms and conditions of the Release including the full and general release, the indemnity and hold harmless of **Brian Head Resort** and the agreement to never file a lawsuit against **Brian Head Resort**. I have considered the risks involved and believe that opportunity for the participant under 18 to participate is worthwhile and useful to the participant’s development. I have discussed the risks with the participant and have determined that we should accept those risks and this Agreement.

Signature of Parent/Legal Guardian: _____ Date: ___/___/2019