



2013-2014 Season Pass / Discount Card
Release & Indemnity Agreement

Name: _____ (Print) Email: _____

As a **Sun Valley Company** Season Pass or Discount Card purchaser, please 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. Please read the Mountain Information contained in our Trail Map and consider lessons to improve your understanding and ability.

Your Responsibility Code:

1. **Always stay in control, and be able to stop or avoid other people or objects.**
2. **People ahead of you have the right of way. It is your responsibility to avoid them.**
3. **You must not stop where you obstruct a trail, or are not visible from above.**
4. **Whenever starting downhill or merging into a trail, look uphill and yield to others.**
5. **Always use devices to help prevent runaway equipment.**
6. **Observe all posted signs and warnings. Keep off closed trails and out of closed areas.**
7. **Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.**

Violations of the following **may result** in legal prosecution and/or loss of Season Pass or Discount Card and skiing/snowboarding privileges without compensation:

- Skiing/snowboarding too fast, recklessly or beyond your ability.
- Skiing/snowboarding beyond CLOSED AREA or AVALANCHE DANGER signs.
- Swinging or jumping out of chairlifts.
- Abusive or rude language and/or other unacceptable or dangerous behavior.
- Not following signs, warnings, or instructions.
- Misconduct on the ski area or Sun Valley Company property.
- Failure to pay Sun Valley Company for goods or services received.
- Engaging in activities for monetary gain that directly compete with the business of Sun Valley Company while on the ski area or Sun Valley Company property, including but not limited to; ski instruction and soliciting ski students.

The Season Pass or Discount Card shall remain the property of Sun Valley Company and is not transferable, not refundable, and is not for re-sale. All lift or skiing privileges granted are to the person named herein only. Use of the Pass or Card by anyone else will result in immediate loss of all lift, skiing/snowboarding privileges without compensation and shall constitute fraud.

A Day Pass will not be issued if your Pass or Card is lost, stolen, or forgotten. There will be a service charge of \$50.00 to replace any Pass or Card if it is lost or stolen. This service charge is non-refundable.

The Pass or Card is valid only during the current ski season and does not authorize any other use of the ski area. I agree to voluntarily surrender this Pass or Card at the request of any member of ski patrol or Sun Valley Company management for violations of this agreement without any claim for reimbursement of expense or cost.

PLEASE READ, THEN SIGN THE BACK OF THIS FORM.

EACH PASS OR DISCOUNT CARD HOLDER MUST SIGN AN AGREEMENT, and PARENT MUST SIGN FOR PASS OR DISCOUNT CARD HOLDERS UNDER 18 YEARS OF AGE.

By signing the back of this form, you understand and agree to all of the above anytime you are at Sun Valley Company.

RELEASE & INDEMNITY AGREEMENT

Please do not accept reduced price skiing unless you are willing to accept this agreement.

PLEASE READ CAREFULLY, YOU ARE GIVING UP 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, snowmaking equipment, signs, rocks, trees, stumps, avalanche, ice, weather, snow conditions, bare spots, 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 Sun Valley Company and its parent, subsidiary, brother, sister, and other closely related affiliate companies, and its and their officers, directors, employees, agents, successors and assigns (collectively hereafter "Sun Valley Company")**, are some of the 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 the Pass or Card and use of the ski area to expressly assume and accept all such risks of skiing including any **negligence of Sun Valley Company**. To the fullest extent allowed by law, I agree to fully release **Sun Valley Company** for any and all claims, injuries, death, damages, expenses or loss arising from, caused by or resulting from my skiing at Sun Valley Company including any claims or injuries from my use of the lifts, runs, parks, race courses, events, ski instruction, or lodges, **the negligence of Sun Valley Company**, product liability, the operation of **Sun Valley Company**, or any falls regardless of whether or not **Sun Valley Company was negligent**. The release shall not apply to any "public duties" owed by Sun Valley Company.

Indemnity To the fullest extent allowed by law, I agree to indemnify and hold **Sun Valley Company** harmless for any claims arising from my skiing, falls, or use of or the operation of the area and from claims of others related to my skiing even if **Sun Valley Company was negligent**. The indemnity requirement shall not apply to any "public duties" owed by **Sun Valley Company**. My obligations include paying all attorneys' fees, costs, or judgments incurred by **Sun Valley Company** as a result of my obligations to indemnify or the breach of this agreement. 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 **Sun Valley Company** related to my skiing or use of the area unless the lawsuit relates solely to "public duties" owed by **Sun Valley Company**. However, I agree that any lawsuit filed against **Sun Valley Company** shall be filed in the Blaine County District Court in the State of Idaho, or the Federal Court for the District of Idaho. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain in effect and that Idaho law shall apply. This agreement is binding upon my heirs and representatives.

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 contained on both pages. The **Authorized Adult** agrees and acknowledges **Authorized Adult's** release of liability, indemnity and covenant not to sue **Sun Valley Company**, including for negligence. 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(s) from all of the risks involved in skiing. The **Authorized Adult** agrees to pay all medical bills incurred by the minor(s) and waives all rights of subrogation against **Sun Valley Company**. The **Authorized Adult** agrees to make all decisions concerning the minor's participation, use of the area and involvement in the sport, including their ability to ski and use ski lifts.

Print Pass Holder's Name

Signature (Parent if under 18)

Date

Address of Pass Holder

Name of Parent if under 18

Phone Number of Pass Holder

Address of Parent if under 18