

# s u n d a n c e

## Please Read Carefully

### You Are Releasing This Ski Area From Liability

- A. Release of Liability. I am aware that skiing and snowboarding, in their various forms, (hereafter “skiing”) are hazardous sports involving the risk of injuries, property damage and/or death. Terrain changes; lift towers; signs; rocks; trees; stumps; avalanche; ice; variable snow conditions; holes in the snow; equipment failure; getting on/off or riding of ski lifts; collisions with skiers or objects; structures or objects used in skiing/snowboarding parks; failure to ski under control or within one’s ability; or negligence of Sundance Partners Ltd. , Sundance Holdings LLC, Sundance Development Corporation, Sundance Enterprises, Inc., Sundance Group LLC, Sundance Institute, affiliated entities, trust instruments and Robert Redford, their employees or agents, (collectively referred to as “Sundance”) are all examples of risks of skiing. I agree that these risks exist throughout the ski area and may be unmarked and occur without warning. I agree, for the issuance of a season pass, reduced price skiing and the use of the ski area to expressly assume and accept all such risks of skiing, including the negligence of Sundance. I agree to fully release Sundance from all claims of legal liability and never to file a claim or suit against Sundance, for any injuries, death or loss caused by or resulting from my skiing, the risks of skiing or the operation of Sundance regardless of whether or not Sundance was negligent.
- B. Indemnity. I agree that I have read and understood the terms of this Release and Indemnity Agreement and understand that I am releasing all future claims against Sundance. I agree to indemnify and hold Sundance harmless for any claims arising from my skiing, including claims from third persons even if Sundance was negligent. I agree that my obligations include paying all attorneys’ fees, costs or judgments incurred by Sundance as a result of my obligation to indemnify. If in breach of this contract, I file any lawsuit, then I agree to file the lawsuit only in Utah’s Fourth District Court, or federal District Court for the District of Utah.. I agree that if any part of this agreement is determined to be unenforceable, then all other parts shall remain in effect. I understand that this is a contract, which limits my legal rights and is binding upon my heirs and my legal representatives.
- C. Conditions. You must wear this pass around your neck so that it is visible. This pass is NON-TRANSFERABLE; only the original owner may use it. If used by any others at any time, it becomes void and may be confiscated by Sundance without refund. Complimentary lift tickets will NOT be issued in lieu of this pass. If lost or stolen a one-time complimentary reprint will be issued. If lost a second time a \$30 fee will be assessed. NO REFUNDS are allowed except for certified medical emergencies substantiated in writing and approved by Sundance at 8841 N Alpline Loop Road, Sundance, UT 84604. I agree not to use abusive or rude language and/or behavior and to use common sense and good judgment. If I violate these agreements, then Sundance may revoke and confiscate my pass without compensation.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE OF LIABILITY.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name CLEARLY \_\_\_\_\_

Address: \_\_\_\_\_ Phone( ) \_\_\_\_\_

## **Sundance Skiing Policies**

Guests at Sundance are required to ski in control and at a reasonable speed to avoid other skiers or hazards. Obey all signs and warnings. Violations can be grounds for either warnings and/or loss of skiing privileges. Skiers who violate these requirements may lose skiing privileges. You agree to accept the decision of the Sundance Ski Patrol without appeal or remedy concerning skiing privileges.

### **Boundary Policy**

Sundance has a closed boundary policy. Skiing outside of the ski area boundary is illegal. There are signs throughout the resort stating: "Area Closed. Going beyond this sign is against Utah County Code 4-4, a Class B misdemeanor punishable by up to \$1000 fine and/or up to six months in jail. Violators will lose skiing privileges and will be prosecuted."

A season pass holder can lose skiing privileges for a period of three weeks and can be prosecuted for a first offense. Any further violations can result in loss of the season pass permanently and further prosecution.

**I have read the above and agree to the policies**

Name \_\_\_\_\_ Date \_\_\_\_\_

### **Minors**

Prospective Season Pass holders under the age of 18 are required to have an authorized guardian (hereinafter "Adult responsible party") read and sign this agreement to the fullest extent allowed by law, the adult responsible party individually, and on behalf of the minor has read, understood, and expressly agrees to all the terms of this Agreement. The Adult responsible party agrees with and acknowledges Adult responsible party's and minor's express assumption of risk, release of liability, indemnity and covenants not to sue Sundance including for negligence. The adult responsible party agrees to make all decisions concerning the minor's participation and use of the ski area. The Adult responsible party releases all rights or claims against Sundance, including wrongful death damages, and agrees to indemnify Sundance for any other Adult responsible party's claims. The Adult responsible party agrees to pay all medical bills incurred by the minor and waives all rights of subrogation against Sundance.

Name of dependent(s) under 18 years of age \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Adult Responsible Party or Guardian Signature for Dependent \_\_\_\_\_

Print Name of Guardian or Adult Responsible Party \_\_\_\_\_