

# sundance

## **Please Read Carefully You Are Releasing This Ski Area From Liability**

**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 Holding LLC, Sundance Development Corporation, Sundance Village Partners Ltd., Sundance Institute, Redford 1970 Trust 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.

**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 the State of Federal courts for Utah. I agree that if any part of this agreement is determined to be unenforceable, then all other parts shall remain in effect.

### **Sundance Skiing Policies**

Guests at Sundance are required to abide by the Skiers Responsibility Code and 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.

### **Season Pass Terms & Conditions**

- 1- **All Season Passes Are Non-Transferable & Non-refundable. (No Exceptions)**
- 2- If Lost Or Stolen A \$75 Fee Will Be Charged To Replace Pass.  
(\$65 will be refunded if pass is found and returned)
- 3- If You Forget Your Pass We Will Issue A Day Pass For \$5 The First Time. Thereafter We Will Charge Full Day Pass Price For A Ticket.
- 4- Your Pass May NOT Be Used by ANYONE But Yourself. (Use by another person will result in confiscation of pass regardless of relationship to pass holder.)
- 5- Skiing Out Of Bounds Will Result In Loss Of Pass and The Possibility of Prosecution.
- 6- Sundance Reserves The Right To Confiscate A Season Pass For Any Conduct Which Sundance Deems Unsafe or Inappropriate.
- 7- Retention Devices Are Required on All Skis & Snowboards.

**This pass does not guarantee parking. Please car pool or ride the UTA bus. Season Pass holders ride UTA for FREE.**

By signing, I understand and agree to all of the above anytime I am at Sundance.

Pass Holder (Over 18) Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Minors**

Prospective Season Pass holders under the age of 18 years are required to have a parent or legal guardian read and also sign this Agreement and Release for Season Pass holder. The parent and Pass holder under 18 have read, understand and agree to comply with this Agreements and Release for Season Pass holder. The parent agrees to indemnify and hold Sundance, their agents, or employees harmless from any and all claims brought by the Pass holder under 18 or resulting from the Pass holder under 18’s actions, whether or not Sundance, its agents or employees are negligent or not.

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

Parent or Guardian signature for dependent \_\_\_\_\_

Print Name of Guardian or Parent \_\_\_\_\_