

SPRINGVILLE WINTER RECREATION AT JOLLEY'S RANCH

Release & Indemnity Agreement

NAME: _____ (Print)

As a Springville City Winter Recreation Season Pass purchaser, please help us keep a great tradition of cross-country skiing, tubing/sledding and snowshoeing 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 Winter Recreation staff.

Your Responsibility Code:

- **Your pass must be on your person and visible at all times while participating.**
- **Skiers are encouraged to use groomed trails at all times. Those who leave the trail do so at their own risk.**
- **Snowshoe participants are encouraged to stay near the ski trails. Those who leave the trail area do so at their own risk.**
- **Skiers & snowshoe participants are not allowed in the tubing/sledding area at any time.**
- **All participants must stay in control and be able to stop or avoid other people or objects.**
- **People ahead of you have the right-of-way. It is your responsibility to avoid them. Please pass on the right. You must not stop where you obstruct a trail. Use caution when merging into a trail.**
- **Observe all posted signs and warnings. Keep off closed trails and out of closed areas.**
- **Participants must vacate the park by closing time. The gates will be closed promptly.**

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

- Skiing too fast, recklessly or beyond your ability.
- Skiing/snowshoeing in closed trails or areas.
- Tubing/sledding recklessly.
- Not following signs, warnings or instructions.
- Abusive or rude language and/or other unacceptable or dangerous behavior.
- Misconduct on the ski/snowshoe areas or Springville City property.

The Season Pass shall remain the property of Springville City and is not transferable, not refundable, and is not for re-sale. All skiing/tubing/sledding/snowshoeing privileges granted are to the person named herein only. Use of the Pass by anyone else will result in immediate loss of all participation privileges without compensation and shall constitute fraud. **A Day Pass will not be issued if your Pass is lost, stolen or forgotten.** There will be a service charge of \$15.00 to replace any Pass if it is lost or stolen.

The pass is valid only during the current winter recreation season and does not authorize any other use of the ski/tube/sled/snowshoe area. Holder agrees to voluntarily surrender Pass at the request of any member of Springville City staff 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 HOLDER MUST SIGN AGREEMENT or PARENT MUST SIGN FOR PASS HOLDER UNDER 18 YEARS OF AGE

By signing the back of this form, you understand and agree to all of the above anytime you are participating at Springville Winter Recreation at Jolley's Ranch.

RELEASE & INDEMNITY AGREEMENT

Please do not accept Season Pass unless you are willing to accept this agreement.

PLEASE READ CAREFULLY; YOU ARE GIVING UP RIGHTS IF SIGNED.

Release of Liability I, the undersigned, and if I am under 18 years of age, my parent and I (hereafter "I") am aware that skiing/tubing/sledding/snowshoeing in their various forms, (hereafter "skiing") are hazardous sports involving the risk of injuries, property damage, and death. Terrain changes, signs, rocks, trees, stumps, avalanche, ice, weather, snow conditions, bare spots, equipment failure, collisions with skiers/tubers/sledders/snowshoers, objects, or equipment used for ski/tube/sled/snowshoe area operations, failure to ski under control or within one's ability, or **negligence of Springville City Corporation, agents, and employees (herein collectively "Springville City")**, are all examples of the risks of skiing.

I agree these risks exist throughout the winter recreation area and may be unmarked and occur without warning, I agree, for the issuance of the Pass and use of the winter recreation area to expressly assume and accept all such risks of participating including any **negligence of Springville City**. To the fullest extent allowed by law, I agree to fully release **Springville City** for any and all claims, injuries, death, damages, expenses or loss arising from, caused by or resulting from my use a Springville City Winter Recreation including any claims or injuries from my use of the runs, parks, events, yurt, or pavilions, **the negligence of Springville City**, product liability, the operation of **Springville City** or any falls regardless of whether **Springville City was negligent**.

Indemnity To the fullest extent allowed by law, I agree to indemnify and hold **Springville City** harmless for any claims arising from my participation, falls, or use of or the operation of the area and from claims of others related to my participation even if **Springville City was negligent**. My obligations include paying all attorneys' fees, costs, or judgments incurred by **Springville City** as a result of my obligations to indemnify or the breach of this agreement. I have read, agree, and understood the term of this Agreement, including the other side of this form. I agree never to file a lawsuit against **Springville City** related to my participation or use of the area even if **Springville City was negligent**. However, I agree that any lawsuit filed against **Springville City** shall be filed in the 4th District Court, Utah County in the State of Utah, or the Federal Court for the District of Utah. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain in effect and Utah law shall apply. This agreement is binding upon my heir and representatives.

Persons under the age of 18 ("minor") are required to have an authorized parent or legal guardian (hereinafter "Parent") read and sign this Agreement. To the fullest extent allowed by law, the **Parent** individually and on behalf of the minor has read, understood, and expressly agrees to all If the terms of this Agreement contained on both pages. The **Parent** agrees and acknowledges Parent's and minor's express assumption of risk, release of liability, indemnity and covenants no to sue **Springville City**, including for negligence. The **Parent** releases all of their rights or claims including wrongful death damages and agrees to indemnify **Springville City** for any other parent's claims. The **Parent** 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 participating. The **Parent** agrees to pay all medical bills incurred by the minor(s) and waives all rights of subrogation against **Springville City**. The **Parent** agrees to make all decisions concerning the minor's participation, use of the area and involvement in the sport, including their ability to participate in winter recreation activities.

Print Pass Holder's Name (Last, First) Signature (Parent if under 18) Date

Address of Pass Holder Print Parent Name if under 18

Phone Number of Pass Holder Parent Address if under 18