

AGREEMENT TO USE FACILITIES OF BRIGHTON RESORT

**IMPORTANT: *THIS IS A LEGALLY BINDING AGREEMENT;
PLEASE READ IN FULL AND UNDERSTAND BEFORE
SIGNING.***

You/your minor child (if applicable) may be hurt using the facilities and equipment of Brighton Resort ("Brighton"). If you are unwilling to assume all the risks of you/your minor child's use of the Brighton facility and equipment, DO NOT sign this document, in which case you/your minor child will NOT be authorized to use the facilities and equipment at Brighton, and you will be refunded any monies you paid to use the facilities and equipment at Brighton. If you sign this document BUT make any alterations to it, you are NOT authorized to use the facilities or equipment at Brighton.

1. **Assumptions of Risks.** I, for myself or as the parent/legal guardian of the participating minor child, whose name is listed below, ("Participant") wish to use Brighton and may engage in one or more activities, including without limitation: alpine skiing and snowboarding, use of freestyle terrain parks including jumps, boxes, rails and other freestyle terrain features; alpine skiing and snowboarding lessons/instruction; snow biking; Nordic skiing; snowshoeing (collectively, the "Sports"). **I understand that the Sports involve many inherent risks and other hazards, and that the facilities and equipment of Brighton or participating in the Sports may put me/my child at risk of serious injury, illness, or even death.** These dangers include but are not limited to: use of ski lifts and tows; falling out of lifts; collision with structures and equipment; risk-creating weather conditions and variations in terrain; accidents by other users of Brighton; failure to follow safety procedures; failure to stay within ability or control; improper instruction; and limits or defects at Brighton. I am also aware that hazards may exist throughout Brighton, may be unmarked and occur without warning, and that safety equipment, proficiency checks, supervision and enforcement of rules do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions required to use the facilities and equipment at Brighton and participate in the Sports and I am/my minor child is freely and voluntarily participating in the Sports and the use of the facilities and equipment at Brighton. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTAND THIS DOCUMENTS, AM OF SOUND MINE, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER

PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE FACILITIES OR EQUIPMENT AT BRIGHTON OR PARTICIPATING IN THE SPORTS, not only the ways described above, but also in ways that are unknown and unexpected, even if I follow/my minor child follows instructions or advice.

- 2. Consent to Medical Treatment, Consent to Use of Images, Etc. If I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my/my minor child's use of the facilities or equipment at Brighton or participation in the Sports. I have/my minor child has adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain/cause my minor child to refrain from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while using the facilities or equipment at Brighton or participating in the Sports. I grant to Brighton and its assigns the right to use, reproduce, display, distribute and make derivative works, in any and all media, or my/my minor child's voice and likeness recorded while using the facilities or equipment at Brighton or participating in the Sports and any biographical information furnished by me my minor child to Brighton.**
- 3. Waiver, Release and Indemnification. I understand and agree that Brighton is not an insurer of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE BRIGHTON RESORT LLC, BOYNE USA, INC. AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR LOSS OF DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S USE OF BRIGHTON OR PARTICIPATION IN THE SPORTS. I AGREE THAT THIS DOCUMENT SHALL BIND MY GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.**

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceability provision were not contained herein.

This Agreement shall be governed by the laws of the state of Utah without regard to any conflicts of law principles, and that exclusive jurisdiction in the United States shall be in the local State Court or Federal Court in Utah, and undersigned voluntarily waives any objections to such jurisdiction.

This pass is non-refundable and non-transferable. No refunds due to injury. Any fraudulent use renders this pass invalid. A \$100 fee will be charged to replace lost or stolen passes. No day tickets will be issued for forgotten passes.

Name of participant (please print)_____

Signature of participant _____ **Date**_____

Name of parent or guardian if signing for a minor (please print)

Signature of parent or guardian _____ **Date** _____