

**RELEASE AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY
AND ACKNOWLEDGEMENT OF RISKS AGREEMENT**

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS; YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING.

I, the undersigned, being above age eighteen, or the legal guardian of the children under 18 listed below, in consideration of the services of Beaver Creek Lodge, Inc., its officers, employees, agents or representatives (hereinafter collectively referred to as "Beaver Creek") and in consideration of the right to participate in the use of utility terrain vehicles ("UTV") owned by Beaver Creek (the "Activity"), do hereby agree to release and discharge Beaver Creek on behalf of my heirs, assigns, personal representative and estate as follows:

ACKNOWLEDGEMENT OF RISKS: The undersigned acknowledges that the Activity is not without certain known and unknown risks. The same elements that contribute to the unique character of the Activity and other related outdoor activities can cause loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death. The following includes some, but not all, of the risks of participating in the Activity: (1) personal injury; property damage; hypothermia; heat stroke; collision with trees and/or other vehicles; manufacturing defects; obstacles such as branches, trees, cliffs, sinks, depressions, gullies, fences, hidden stumps or rocks; marked and unmarked trails; changing weather conditions; snow storms; fast changing weather conditions; acts of God; trail and/or road conditions; mine shafts; failure to follow the guide's safety and trail instructions; attempts to exceed skills; and a guide's unreasonable instructions; (2) the negligent acts or omissions of Beaver Creek; (3) latent or apparent defects or conditions in equipment or property supplied by Beaver Creek; (4) use or operation, by the undersigned or others, of equipment supplied by Beaver Creek; (5) acts of other participants; (6) adverse weather conditions; (7) contact with plants or animals; (8) the undersigned's physical condition, acts or omissions; (9) conditions of roads, trails, waterways or terrain, and accidents connected with their use; (10) unavailability of immediate medical or emergency treatment in case of injury; (11) consumption of food or drink; and (12) the risks associated with sudden movements of the UTV, including the possibility that the UTV rolls over, while participating in the Activity. I understand and acknowledge the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept those risks not specifically listed above as well.

ACCEPTANCE OF RISK AND RESPONSIBILITY: Being aware that the Activity entails known and unknown risks of injury to myself and to others, I expressly agree to accept all risks, whether or not expressly listed herein, including, but not being limited to, risks of bodily injury arising from my participation in the Activity. My participation in the Activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I acknowledge that I am required at all times to keep the UTV off of the designated trails and roads and that I will be personally liable for any damages that occur should I allow the UTV off of the designated trails and roads. In addition, I understand and acknowledge that the UTV netting and seat belts should be properly used at all times during my participation in the Activity. Furthermore, unless I am over twenty-one (21) years of age, I agree that I will not drive the UTV at any time.

Furthermore, I understand and acknowledge that I have been given access to the manufacturer's Owner's Manual for the UTV that I will be using in connection with the Activity and that I have been advised by Beaver Creek to review the Owner's Manual and to review all safety guidelines and warnings contained therein.

HELMET: I understand and acknowledge that Beaver Creek has explained to me the importance of wearing an approved helmet while riding on a UTV. I acknowledge that Beaver Creek has provided me with a helmet for my use with the Activity. If I do not opt out of using a helmet by initialing below, I acknowledge that it is my responsibility to wear the helmet at all times while participating in the Activity.

Notwithstanding the risk, by initialing here I have chosen to participate in the Activity without wearing an approved helmet. Initial: _____

RELEASE: I hereby voluntarily release and forever discharge Beaver Creek from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with my participation in the Activity and use of a UTV, including specifically, but not limited to, the negligent acts or omissions of Beaver Creek for any and all bodily injury, death, illness or damage to myself or to my property. I further agree to hold harmless and indemnify Beaver Creek from all damages, defense costs, attorneys' fees, and any other costs incurred in connection with claims for bodily injury or property damage which I may acquire or which I may negligently or intentionally cause to others in the course of my participation in the Activity. **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR IF PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST BEAVER CREEK, EVEN IF BEAVER CREEK NEGLIGENTLY CAUSES THE BODILY INJURY OR PROPERTY DAMAGE.**

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT: I understand and acknowledge that by signing this document, I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Beaver Creek, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of Beaver Creek.

I understand and acknowledge that by signing this document I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me as a result of my participation in this event. My signature below indicates that I have read this entire document, understand it completely, understand it affects my legal rights and waives my right to sue Beaver Creek and I agree to be bound by its terms. This Agreement shall be governed in all respects by the laws of the state of Utah and Beaver Creek shall be entitled to attorney fees and costs in the event I file a legal action against them.

Name _____ Signature _____ Date _____
Address _____ City/State _____ Zip Code _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION AND RELEASE
(MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of my minor children _____ (print each minor's name)(collectively referred to as the "Minor") being permitted by Beaver Creek to participate in the Activity, I agree to all of the provision set forth above on behalf of the Minor and I further agree to release, indemnify and hold harmless Beaver Creek from any and all claims which are brought by on or in behalf of Minor, and which are in any way connected with such use or participation by Minor in the Activity, as more fully set forth above. I further acknowledge that each Minor is required to use a seat belt all times while participating in the Activity and I assume responsibility for complying with this requirement. In addition, I assume responsibility to make sure that no Minor will drive the UTV during the Activity.

USE BY CHILDREN UNDER TWELVE (12) YEARS OF AGE: I acknowledge that the manufacturer of the UTVs has specifically warned that the UTVs should not be used by any individual under the age of 12 and that if I choose to allow any child of mine that is under the age of 12 to ride on the UTV, I am assuming any and all risk associated with this use. Initial: _____

HELMET USE: I acknowledge and agree that each Minor must wear a helmet at all times while riding on the UTV. I acknowledge that it is my responsibility to make sure that each Minor of mine complies with this requirement, and that I am responsible for making sure that any Minor without a helmet does not ride on the UTV. Initial: _____

Name of Parent or Guardian (Please print)

Signature

Date