

**RELEASE OF LIABILITY FOR SPIRIT MOUNTAIN RECREATION AREA AUTHORITY SUMMER ACTIVITIES**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I understand that participating in any recreational activity at or organized by Spirit Mountain Recreation Area Authority (SMRAA), such as mountain biking, alpine coaster, zip-line, mini-golf, jumping pillow, hiking, scenic chairlift rides, disc golf (collectively, SMRAA "Summer Activities") involves risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and ground, trail and alpine coaster track conditions, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, roads and walkways, dips, gullies, bumps and other terrain features, obstacles in waterways, collisions with other persons, vehicles and equipment, and other natural and man-made hazards, rocks of various sizes, uneven and/or slippery trail conditions, varying slopes, variations in terrain, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, other bikes, man-made wooden boardwalks and similar features, jumps and vehicles, paved surfaces, wildlife and unseen hazards. If mountain biking, I understand that **HELMETS ARE REQUIRED**, and I agree to wear a helmet at all times.

In consideration of the purchase of a ticket for SMRAA Summer Activities and participation in any SMRAA Summer Activity (whether or not a ticket is purchased or issued), I RELEASE AND HOLD HARMLESS and AGREE NOT TO BRING ANY ACTION OR SUIT AGAINST SMRAA and their owners, officers, shareholders, agents and employees (collectively SMRAA RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT OR OMISSION of any SMRAA RELEASEE in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises of SMRAA or the operations of SMRAA provided, however, that nothing in this Release should be construed as releasing, discharging or waiving any claims I may have for reckless, willful, wanton or intentional acts on the part of any SMRAA RELEASEE.

In the event that I am signing as a parent (or legal guardian) of a minor, I represent that I have full authority to do so, realizing that this Release is binding upon the minor as well as myself.

To the extent I am signing on behalf of a minor, I hereby release SMRAA from any and all liability for personal injury, death or property damage sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in any activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

I further agree to defend, indemnify and hold harmless SMRAA from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor on whose behalf I signed, participation in all activities at SMRAA. I promise not to sue the SMRAA and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at SMRAA I will have no right to make a claim or file a lawsuit against the SMRAA. I agree to defend and indemnify the SMRAA for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SMRAA AND OTHER SMRAA RELEASEES FOR CERTAIN CLAIMS.

Date: \_\_\_\_\_

**CAUTION: READ BEFORE SIGNING!  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

1<sup>st</sup> Participant's Name (Print): \_\_\_\_\_ Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_

2<sup>nd</sup> Participant's Name (Print): \_\_\_\_\_ Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_

3<sup>rd</sup> Participant's Name (Print): \_\_\_\_\_ Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_

4<sup>th</sup> Participant's Name (Print): \_\_\_\_\_ Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_

5<sup>th</sup> Participant's Name (Print): \_\_\_\_\_ Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_

6<sup>th</sup> Participant's Name (Print): \_\_\_\_\_ Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_

**PARENT (OR LEGAL GUARDIAN'S) SIGNATURE**

Parent (or Legal Guardian's) Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany any minor signature(s) above even if Parent or Guardian has already signed as a Participant above.

Parent (or Legal Guardian's) Name (Print): \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_