

**SLEEPING GIANT
SKI PROGRAM
WAIVER AND RELEASE**

NAME OF PARTICIPANT: _____

THE ABOVE INDIVIDUAL WILL BE PARTICIPATING IN THE SLEEPING GIANT SKI PROGRAM AND ACKNOWLEDGES AND AGREES THE FOLLOWING SHALL APPLY TO THEIR PARTICIPATION IN THE PROGRAM, THE USE OF THE SLEEPING GIANT SKI AREA, AND THEIR USE OF OTHER FACILITIES TO WHICH THE PROGRAM WILL HAVE ACCESS TO.

1. THIS PROGRAM IS OPEN TO PARTICIPANTS BETWEEN THE AGES OF SIX AND EIGHTEEN YEARS OF AGE. PARTICIPANT WILL BE IN THE PROGRAM THAT IS APPROPRIATE GIVEN THEIR SKILL LEVEL AT THE TIME THE PROGRAM BEGINS. THERE ARE VARIOUS PROGRAMS OFFERED FROM TIME TO TIME FROM BEGINNING THROUGH ADVANCED SKILL LEVELS. IF THE PARTICIPANT BELIEVES HE OR SHE IS IN THE WRONG PROGRAM GIVEN THEIR SKILL LEVEL THE PARTICIPANT SHALL NOTIFY SLEEPING GIANT AND REQUEST TO BE MOVED TO A DIFFERENT PROGRAM. SLEEPING GIANT MAY REFUSE ENTRY IN A PROGRAM IN ITS SOLE DISCRETION IF THE PARTICIPANT'S SKILL LEVELS ARE NOT SUFFICIENT.
2. ALL TICKETS ISSUED TO THE PARTICIPANT ARE LIMITED TO THE PARTICIPANT ONLY AND ARE NON-TRANSFERABLE. TICKETS ARE NON-REFUNDABLE AND ARE VALID FOR THE DATE OF THE PROGRAM'S ACTIVITY ONLY, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE. ALL SALES ARE FINAL. ANY ATTEMPT TO TRANSFER OR RESELL A TICKET WILL AUTOMATICALLY VOID THE TICKET.
3. PARTICIPANT IS HEREBY NOTIFIED OF THE INHERENT RISKS RELATED TO THE USE OF THE SLEEPING GIANT SKI AREA (THE "AREA") AND THE AREA FACILITIES TO WHICH THEIR TICKET PROVIDES ACCESS. BY USING THE AREA AND FACILITIES AND PARTICIPATING IN THE ACTIVITIES AVAILABLE THE PARTICIPANT ASSUMES ALL RISKS OF ANY TYPE OR NATURE, WHETHER KNOWN OR UNKNOWN, THAT ARE ASSOCIATED THEREWITH AND IRREVOCABLY AND UNCONDITIONALLY RELEASES THE SLEEPING GIANT SKI AREA FROM ANY CLAIMS OR CAUSES OF ACTION RELATED THERETO.
4. PARTICIPANT ACKNOWLEDGES THAT UNDER WYOMING LAW a skier assumes the inherent risks of skiing and the undersigned may be legally responsible for damage, injury or death to persons or property that result from the inherent risks of skiing.
5. Participation in any winter recreation activities in the Area including but not limited to skiing, snowboarding, sightseeing, climbing, use of ski lift facilities, trails, runs and terrain involves substantial and inherent risks, hazards and dangers. These may individually or collectively result in injury, incapacity, paralysis, death or damages to property and may originate from any number of factors including without limitation bare spots, variations in terrain, existing and changing snow conditions, changing weather conditions, lightning, thunder storms, difficulty with route finding, high altitude, loading, riding and unloading the ski lifts, mechanical or equipment failures, rocks, stumps, trees, cliffs, streams, wildlife, closed areas, collisions with other participants, avalanche and non-avalanche related snow immersion, collision with natural

or man-made objects or features which may not be marked or may be totally or partially concealed. Snowmaking and grooming activities and equipment may be encountered at any time. Participant agrees to follow all Area rules and regulations that may be issued from time to time by the Area as well as instructions received from Area staff.

6. Applicable portions of the Wyoming statutes, and the terms and conditions of use are posted in various locations throughout the Area. Pursuant to the Recreation Safety Act, found at W.S. §1-1-121 et. seq., and specifically W.S. §1-1-123.4(a), the Participant accepts and assumes any and all risks and dangers associated with the Area and the related activities. If Participant leaves the boundaries of the Area Participant assumes all risk and releases Sleeping Giant from any and all claims related to any injury or damage occurring outside the Area boundaries whether or not Participant utilized any of the Area or facilities to reach the off-Area location. If Participant desires financial protection against personal injuries, Participant must obtain appropriate insurance, including without limitation life insurance, health insurance and/or general liability insurance which may provide coverage if Participant injures another person or the property of another. Participant agrees to indemnify and hold Sleeping Giant harmless for any claim or cause of action that may arise related to the conduct of the Participant in use of the Area facilities. The Participant's parent(s) or legal guardian(s) shall be liable for any damages or injuries caused by Participant. In addition, Participant further agrees that jurisdiction for any claim or cause of action arising from the use of the Area facilities shall be brought exclusively in the District Court of the Fifth Judicial District of the State of Wyoming, with venue in Park County.
7. This document shall be executed by the Participant and by the Participant's parent or legal guardian if under the age of eighteen prior to participation in the Program. The terms and conditions of this Waiver and Release shall be binding upon Participant as well as Participant's parent(s) or legal guardian(s) if the Participant is less than eighteen years of age.

DATED this ____ day of _____, 2021.

Participant
Participant's Date of Birth_____

Accepted and Agreed
Signature of Parent or Guardian