

**GRAND TARGHEE RESORT AGREEMENT TO ASSUME ALL RISKS, RELEASE OF LIABILITY, AGREEMENT
NOT TO SUE, AND INDEMNIFICATION AGREEMENT**

Please read this contract carefully before signing. It releases the Grand Targhee Resort and its affiliated entities from liability and waives certain rights.

The person who is taking part in the Activities, as described below, is referred to hereinafter as "Participant." The term "Undersigned" means only Participant when Participant is age 18 or older, OR it means both Participant and Participant's parent or legal guardian when Participant is under the age of 18.

This Agreement to Assume all Risks, Release of Liability, Agreement Not to Sue, and Indemnification Agreement (the "Agreement") is entered into by Undersigned in consideration for its participation in the Activities conducted by Grand Targhee Resort, which Activities include, but are not limited to: skiing, snowboarding, sledding, tubing, snow biking, hot tub use, or participating in any related activities at the Resort, and/or using any of the facilities of the Resort, including but not limited to use of the lifts, ski slopes, trails, and equipment for winter activities (the "Activities").

The Undersigned, on behalf of itself, its children, parents, heirs, assigns, personal representatives, and estate hereby agrees to release and forever discharge Grand Targhee Resort, LLC, a Delaware limited liability company (trade names including, but not limited to: Grand Targhee and Grand Targhee Resort), its members, managers, directors, agents, officers, instructors, employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (individually and collectively "Grand Targhee" or the "Resort") as follows:

1. Acknowledgement of Dangers and Risks: The Undersigned understands, acknowledges, and agrees that the Activities can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

The Undersigned understands, acknowledges, and agrees that Participant, as a skier, snowboarder, sledder, tuber, snow biker, or other participant is a "skier" under the Wyoming Ski Safety Act (Wyo. Stat. § 1-1- 123.1 et. seq.) and that participation in the Activities involves certain inherent dangers and risks. Undersigned agrees that the following dangers or risks are inherent to the Activities, that the following list is not exhaustive, and that there may be other dangers or risks inherent to the Activities that are not listed: dangerous or variable terrain and snow conditions, including but not limited to sliding snow, sluffing snow, snow slides, avalanches, tree wells or other snow conditions capable of human immersion; freestyle terrain, terrain parks, jumps and catwalks, or other terrain modifications; slick, uneven, or icy walking surfaces; rocks, waterbars, storms, lightning, hail, snow, fog, changing weather, and other adverse weather conditions; allergies and skin irritations from contact with pool or hot tub chemicals; loading, riding, and unloading ski lifts, gondolas, trams, and other conveyance devices, misloading, failing to load, or falling from the same; mechanical or equipment failures, malfunction, or damage, including those involving rented ski equipment; unmarked and marked rocks, holes, stumps, trees, forest growth, bare spots, streambeds, cliffs, and closed areas; collisions with other users of the Resort; collisions with natural and man-made objects, including ski lift towers, snow making machines, vehicles, or other equipment; falling or loss of balance; varying visibility; unmaintained trails; path and/or trail obstructions; encounters with wildlife; failure to follow resort rules or signage; falling objects; lack of shelter; limited access to and/or delay of medical attention; failed or poorly executed attempts at rescue or medical care; failure to consider Participant's physical limitations or health

conditions; fatigue; dehydration; hypothermia; altitude sickness; frostbite; heat exhaustion; sunburn; bacterium, virus or other microorganism that induces or is capable of inducing illness or disease; those "Inherent Risks" set forth in Wyo. Stat. § 1-1-123.2; and mental or emotional damage or distress from exposure to any of the above.

2. Assumption of Risk: Undersigned acknowledges and agrees that Participant is choosing to take part in the Activities despite the many potential dangers and inherent risks of doing so, and freely chooses to accept the inherent and non-inherent risks, including those arising from the negligence of any Released Party. The Undersigned further acknowledges and agrees that there are other dangers that may not be specifically set forth in this Agreement. By signing this Agreement, the Undersigned recognizes that property loss, injury, serious injury, and death are all possible while participating in the Activities. The Undersigned expressly acknowledges and assumes all risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in Paragraph 1 above, whether inherent or not, that may result in physical injury, property damage, or death.

3. Participant's Responsibilities and Representations: The Undersigned represents that Participant is physically and mentally capable of participating in the Activities. Participant assumes the responsibility of maintaining control and always acting safely while engaging in the Activities. Participant is responsible for reading, understanding, and complying with all signage, including the instructions on the use of the Resort facilities and the use of lifts. Participant is responsible for reading and understanding all trail-marking and directional signage at the resort while engaging in the Activities. Participant agrees and understands that they must have the physical dexterity and knowledge to safely load, ride, and unload the lifts and other human conveyance equipment utilized by the Resort, as well as to participate in the Activities. Further, the Undersigned understands that a minor Participant may use the lifts without an adult present or with an adult who is a member of the recreating public and is otherwise unaffiliated with Grand Targhee Resort, and represents by signing this document that Participant has the training, experience and skill to load, unload and ride the lifts or other conveyances alone and without help or supervision of anyone else. The Resort strongly advises against participation in the Activities while under the influence of alcohol or drugs. Doing so may impair judgment, coordination, and the ability to react appropriately to hazards.

4. Release of Liability and Agreement Not to Sue: Fully understanding the preceding paragraphs, and in exchange for the Resort's agreement to allow Participant to participate in the Activities, **THE UNDERSIGNED HEREBY WAIVES ANY CLAIMS AGAINST AND AGREES NOT TO SUE** Grand Targhee Resort, all of its affiliated companies and subsidiaries, including but not limited to those that operate the Grand Targhee Resort, Activities Organizers and/or Instructors, Activities Promoters, the United States, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, attorneys, and shareholders (each a "Released Party" or, if more than one, the "Released Parties") for any and all liability, claims, actions, causes of action, suits, expenses (including reasonable attorney's fees) of any kind or nature for property damage (including but not limited to equipment damage), injury or loss, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities, even if such damage, loss, injury, or death results from the acts, omissions, or negligence or other fault of any Released Party. By signing this Agreement, the Undersigned is releasing any right to make a claim or file a lawsuit against any Released Party. Also, the Undersigned agrees to hold harmless and release each and every Released Party from any and all liability and/or

claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activities, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty.

5. Agreement to Indemnify: Undersigned agrees to **INDEMNIFY (that is, to defend, and pay any judgment and costs, including attorney's fees and legal costs)** each Released Party from and against any and all claims of the Undersigned and/or any third party arising in whole or in part from Participant's participation in the Activities. **IN OTHER WORDS, IF PARTICIPANT AND/OR ANYONE ON PARTICIPANT'S BEHALF FILES ANY LAWSUIT OR BRINGS ANY CLAIM FOR INJURY OR DAMAGE AGAINST ANY RELEASED PARTY, UNDERSIGNED WILL BE REQUIRED TO PAY BACK TO ALL SUCH RELEASED PARTY ALL SUMS OF MONEY INCURRED BY, OR PAID BY OR ON BEHALF OF ANY OF THE RELEASED PARTY ON ACCOUNT OF THE SUIT OR CLAIM, INCLUDING ALL ATTORNEY'S FEES AND COSTS.**

6. Medical Authorization, Release, and Indemnification: The Undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agrees that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for Participant and that the Released Parties assume no financial responsibility for such costs; and 5) shall indemnify and hold harmless (as set forth in Paragraph 5, above) the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that they are not only signing this Agreement on their behalf, but that they are also signing on behalf of the minor and that the minor shall be bound by all terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that they are also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activities, and signs this document out of a desire to have Participant be allowed to participate in the Activities.

8. Representation of Capacity and Authority to Contract: If signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age, and that they acknowledge and intend to be bound by all provisions of this Agreement. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant, and agree and represent that they have the legal right to bind both themselves and the minor Participant to the terms of this Agreement. The Undersigned understands that the Released Parties are relying upon Undersigned's representations set forth herein and agrees to indemnify the Released Parties for all liability and claims, including attorney's fees, arising from any misrepresentations or fraudulent execution of this Agreement.

9. Acknowledgement that Agreement is a Binding Contract: The Undersigned understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by

law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, heirs, next of kin, executors, and personal representatives of the Undersigned.

10. Agreement to Application of Wyoming Law and Selection of Forum: In consideration for allowing Participant to participate in the Activities, the Undersigned agrees that any and all claims for injury and/or death arising from Participant's participation in the Activities shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in either the State District Court of Teton County, Wyoming, or the Federal District Court of Wyoming.

11. Acknowledgment of Force Majeure: Further, the Undersigned acknowledges and agrees that Grand Targhee Resort does not guarantee access to the Resort, nor does it guarantee the Resort will remain open, due to terrain or snow conditions, Acts of God (such as poor weather conditions), or for circumstances out of the Resort's control that make the Resort's operations inoperable, unsafe in the Resort's sole and absolute discretion, or non-functional (such as a pandemic, road closures, equipment failure or power outages).

12. Acknowledgement of Rules: Participant understands that participation in the Activities is also subject to any and all rules, regulations and policies that are established from time to time by the Resort, and has read, understands and will abide by said rules, regulations and policies.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT THE MINOR PARTICIPANT(S) OR I OTHERWISE MAY HAVE THROUGHOUT THE 2025-2026 WINTER SEASON.