



**TREETOP  
ADVENTURE**  
AG SNOW KING MOUNTAIN  
Jackson Hole, WY

Individual/Family/Group Name \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Date and time of departure \_\_\_\_\_

Please add me to your mailing list to receive occasional Snow King Mountain updates and offers via e-mail.  
\_\_\_\_\_ Yes \_\_\_\_\_ No thanks.

Health Appraisal - please check only the boxes that apply:

<b>Name of participants</b>	<b>Age</b>	<b>Allergies</b>	<b>Heart condition</b>	<b>Physical limitations</b>	<b>Pregnant</b>	<b>Other</b>

Please describe details of any boxes checked:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TREETOP  
ADVENTURE**  
AT SNOW KING MOUNTAIN  
Jackson Hole, WY

**SNOW KING MOUNTAIN TREETOP ADVENTURE ROPES  
COURSE AND ZIPLINE AGREEMENT TO ASSUME ALL  
RISKS, RELEASE OF LIABILITY/AGREEMENT NOT TO SUE,  
& INDEMNIFICATION AGREEMENT**

*Please read this contract carefully before signing. It releases the resort from liability and waives certain rights.*

The person who is taking part in the Activity shall be referred to hereinafter as "Participant." The term "Undersigned" means only the Participant when the Participant is age 18 or older, OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. In consideration for my participation in the Activity (Ropes Course and Zip Line) at Snow King Resort (or "Snow King"), and my use of Snow King Resort, I, the Undersigned, understand, acknowledge, and contractually agree as follows (the Agreement):

**1. Acknowledgement of Dangers and Risks:** The Undersigned understands, acknowledges, and agrees that accessing and utilizing the Ropes Course and Zip Line at Snow King (hereinafter sometimes referred to as the "Activity") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The Undersigned understands, acknowledges, and agrees that the Participant is a "recreational participant" under the Wyoming Recreation Safety Act (W.S. § 1-1-121 et. seq.) and that participation in the Activity involves certain inherent dangers and risks. The Undersigned agrees that the following dangers or risks are inherent to the Activity, but that the following list is not exhaustive, and that there may be other dangers or risks that are inherent to the Activity not listed below: loading, riding, and unloading chairlifts and other conveyance devices; falling; slipping; tripping; loss of balance; slick or uneven walking surfaces; walking surfaces covered with ice and snow; path and/or trail obstructions; storms, lightning, hail, snow, fog, changing weather, and other adverse weather conditions; varying visibility; existing, changing, or otherwise dangerous snow conditions; difficulty with route finding; mechanical and equipment failures or malfunction; equipment damage; encounters or collisions with snowmobiles or other motor vehicles; collisions with other users of the Resort; collisions with natural and man-made objects; Participant's own failure to understand and comply with instructions 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; Participant's own health condition; strenuous activity; fatigue; dehydration; hypothermia; high altitude; altitude sickness; frostbite; & mental or emotional damage or distress from exposure to any of the above. Additionally, I understand that the Ropes Course and Zip Line involve the potential for falling and sustaining injury or death, getting struck by a tree or other natural object, or colliding with an element of the ropes course itself, as well as other known and potentially unknown risks, all of which may cause serious injury or death. I agree to specifically and carefully obey and observe all instruction given to me by the staff members, instructors and operators, and understand that any failure to do so may well expose me to additional risks besides those specifically set forth herein.

**2. Acknowledgment of Physical Ability and Assumption of Risk:** The undersigned represents by his or her signature hereon that participant is physically capable of participating in the activity, and that participant has the physical strength and stamina to take part in the activity, and that if a staff member **concludes** that the participant does not possess the necessary physical attributes to take part in the activity, or does not adequately fit into the harness, that the staff member may disallow the participant from continuing to take part in the activity. Undersigned also represents that he or she does not suffer from any physical infirmity, illness or injury that could negatively impact his or her ability to safely take part in the activity. Undersigned also warrants and represents that neither he nor she, or participant, is under the influence of any alcohol or controlled substance (drug) at the time of executing this agreement, and further than participant will not take part in the activity while under the influence of alcohol or any controlled substance.

The Undersigned acknowledges and agrees that the Participant is choosing to take part in the Activity despite the many potential dangers and inherent risks of doing so, and freely chooses to accept the inherent and non-inherent risks of doing so despite the many potential dangers. The Undersigned further acknowledges and agrees that there are other such dangers that may not be specifically set forth in this document. By signing this agreement, the Undersigned recognizes that property loss, injury, serious injury, and death are all possible while participating in the Activity. The Undersigned expressly acknowledges and assumes all risks, dangers, and consequences of the

Activity, 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, as provided by the Wyoming Recreation Safety Act and by Common Law.

**3. Participant's Responsibilities and Representations:** The Undersigned represents that the Participant is physically and mentally capable of participating in the Activity. Participant assumes the responsibility of maintaining control and acting safely at all times while engaging in the Activity. Participant is responsible for reading, understanding, and complying with all signage, including the instructions on the use of the facilities. Participant agrees and understands that he or she must have the physical dexterity and knowledge to safely load, ride, and unload the lifts and other human conveyance equipment utilized by the Resort to access the activity. Further, the Undersigned understands that a minor Participant may use the lifts without an adult present, and represents by signing this document that Participant has the physical strength, dexterity and skill to load, unload and ride the lifts alone and without help or supervision of anyone else.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for Participant's participation in the Activity, **THE UNDERSIGNED HEREBY AGREES NOT TO SUE SNOW KING**, its affiliated companies and subsidiaries, including but not limited to those that operate SNOW KING, Activity Organizer, Activity Promoter, the United States, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, 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 Activity, **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 (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. **IN OTHER WORDS, IF PARTICIPANT AND/OR ANYONE ON PARTICIPANT'S BEHALF FILES ANY LAWSUIT OR BRINGS ANY CLAIM FOR INJURY OR DAMAGE AGAINST RELEASED PARTIES, UNDERSIGNED WILL BE REQUIRED TO PAY BACK TO ALL SUCH RELEASED PARTIES ALL SUMS OF MONEY INCURRED BY, OR PAID BY OR ON BEHALF OF ANY OF THE RELEASED PARTIES ON ACCOUNT OF THE BRINGING OF SUCH SUIT OR CLAIM, INCLUDING ALL ATTORNEYS FEES AND COSTS.**

**6. Application of Agreement to Minor Participants:** In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all of the 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 he/she is also waiving certain rights on behalf of the minor that the minor may otherwise have. The Undersigned parent or legal guardian agrees that but for the foregoing agreement, the minor Participant would not be permitted to participate in the Activity, and signs this document out of a desire to have the Participant be allowed to participate in the Activity.

**7. 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 the Participant or to transport the 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 the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 7, above) the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

**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 he/she is at least 18 years of age, and that they acknowledge and intend to be bound by all of the 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 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, distributors, 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 take part in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the State District Court of Teton County, Wyoming.

**11.** I consent to the use by SKMR of any pictures for commercial purposes, or otherwise, of me in connection with the activities of SKMR.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, OR MY CHILD, OTHERWISE MAY HAVE.**

_____ Signature	_____ Printed Full Name	_____ Date
_____ Signature	_____ Printed Full Name	_____ Date
_____ Signature	_____ Printed Full Name	_____ Date
_____ Signature	_____ Printed Full Name	_____ Date
_____ Signature for Minor Participant	_____ Printed Full Name	_____ Date
_____ Signature for Minor Participant	_____ Printed Full Name	_____ Date
_____ Signature for Minor Participant	_____ Printed Full Name	_____ Date
_____ Signature for Minor Participant	_____ Printed Full Name	_____ Date