

SLEEPING GIANT

CARDBOARD RACE

WAIVER AND RELEASE

NAME OF PARTICIPANT: _____

THE ABOVE NAMED INDIVIDUAL (THE "PARTICIPANT") WILL BE PARTICIPATING IN ACTIVITIES OFFERED AT THE SLEEPING GIANT AND ACKNOWLEDGES AND AGREES THE FOLLOWING SHALL APPLY TO THEIR USE OF THE CARBOARD PARK, THE PARK ITSELF, AS WELL AS THE USE OF OTHER FACILITIES TO WHICH THE PARTICIPANT WILL HAVE ACCESS TO.

1. 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 ISSUE DATE(S) 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.
2. PARTICIPANT IS HEREBY NOTIFIED OF THE INHERENT RISKS RELATED TO PARTICIPATION IN THE CARDBOARD RACE AS WELL AS THE OTHER PREMISES OF THE SLEEPING GIANT SKI AREA (COLLECTIVELY 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.
3. Participation is further advised the use of CARDBOARD sleds or other devices in the CARDBOARD Park involves 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. Participant acknowledges the inherent dangers and risks associated with the use of the CARDBOARD Park and in addition to the release granted in Paragraph 2 above, Participant specifically irrevocably and unconditionally releases any and all claims or causes of action of whatsoever kind or

nature including, but not specifically limited to those related to property damage, personal injury, medical costs or associated expenses, or death of the Participant.

4. Participant warrants to Sleeping Giant that Participant is in good physical health and does not have a medical diagnosis or condition that would prevent Participant from using the CARDBOARD PARK or participating in the activities provided there. Participant grants to Sleeping Giant authority to perform emergency or routine medical treatment services to the Participant in the event of injury on the premises and releases Sleeping Giant from any and all claims of whatsoever kind or nature related to the treatment services provided.

5. 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 Participating in THE CARDBOARD RACE or the other 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.

6. This document shall be executed by the Participant and by the Participant's parent or legal guardian 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).

DATED this ____ day of _____, 2022.

Participant

Participant's Date of Birth _____

Accepted and Agreed

Signature of Parent or Guardian