

BOREAL MOUNTAIN RESORT/SODA SPRINGS MOUNTAIN RESORT Winter Activities Release of Liability and Indemnity Agreement

READ CAREFULLY BEFORE SIGNING – THIS LIMITS BOREAL/SODA SPRINGS’ LIABILITY

1. I, _____, or my child (collectively referred to as “I”, “my”, or “me”) have voluntarily applied to participate in winter sports and other recreational activities at Boreal Mountain Resort, Soda Springs Mountain Resort and/or Woodward Tahoe (“Boreal”), including but not limited to, skiing, snowboarding, snowtubing, sledding, all other winter sports or related activities, and all activities at Boreal Playland, Soda Springs Planet Kids, and Mini-Snowmobiles (collectively referred to as “the Activities”). I understand that my participation in the Activities can be **DANGEROUS** and pose risk of **INJURY** and **DEATH**.

2. I understand that the Activities include numerous risks including but not limited to, loss of balance, control, falling, sliding, collisions with other ski area patrons, participants and spectators in the activities, and all natural and man-made objects, padded or not, whether obvious or not, (including, but not limited to, trees, rocks, fences, lift towers, race gates, snow making or snow grooming equipment, snowmobiles, snowcats and other vehicles). The risks also include variations in terrain, variations in weather, surface and subsurface snow conditions, icy or firm snow, bare spots, bumps, ruts, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches and avalanche debris and other hazards, traveling in the mountains and beyond the ski area boundary, risks associated with mountain transportation, loading, riding and unloading ski lifts, use of terrain parks (jumps, rails, boxes, half pipes, and other park features), slope style, skier/boarder-cross, use of Wrecktangle®, performing maneuvers (inverted or otherwise), use of lodges and parking lots, and participating in lessons, races, and special events (collectively, “Use of the Facilities”).

3. I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

4. Despite the risks involved in the Activities and as consideration for being allowed to participate, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY AND DEATH** that might be associated with or arise out of my participation in the Activities or use of the Facilities.

5. In consideration for being permitted to participate in the Activities and Use of the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Boreal Ridge Corporation, Boreal Mountain Resort, Woodward Tahoe, Soda Springs Mountain Resort, Powdr Corp., Powdr-Woodward PA LLC, Auburn Ski Club, or any of their parent companies, subsidiaries, owners, investors, employees, agents, landowners, or The United States of America Department of Agriculture, Forest Service (collectively, “Boreal”) for injury or death resulting from my participation in the activities or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Boreal.

6. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the Activities or Use of the Facilities at Boreal. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the activities or the use of the facilities at Boreal, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Boreal for any damages, attorney’s fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

7. Ski areas routinely take photographs and videos for commercial purposes and patrons may be readily identifiable in these images. I hereby authorize the use and reproduction of my image and/or likeness by Boreal and its authorized representatives, without compensation or restriction. Photographers executing this agreement understand that images they take at Boreal may be used by Boreal, at any time.

8. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the California Superior Court, County of Nevada. Any disputes will be subject to and determined under the laws of the State of California.

9. By executing this Agreement, I declare under penalty of perjury that I am doing so only for myself and/or my child or participants for whom I am authorized. If I execute this Release of Liability and Indemnity Agreement on behalf of another person, I understand and agree that I am acting as the agent for that person and my signature expressly confirms that I have permission to sign on the other person’s behalf, and this agreement shall be binding upon that person if the other person brings a claim or lawsuit against Boreal. I agree to defend, indemnify and hold harmless Boreal as fully set forth above. If I sign without the express permission of any other person, I understand and agree that I am committing fraud against Boreal.

MEDICAL RELEASE AND PERMISSION TO TREAT A MINOR

In the event of a medical emergency relative to my child, I hereby give consent to Boreal to provide any and all emergency first aid treatment and/or refer treatment to emergency personnel, physicians, dentists, or other medical care providers to my child. This care may be given under whatever conditions are deemed necessary at the time to preserve the life, limb or well-being of my child. The undersigned agrees to pay all costs associated with such treatment provided by said medical providers and related transportation for the child, and agrees to **INDEMNIFY** and **HOLD HARMLESS** Boreal for any cost incurred therein.

Is your child currently taking any medication? No Yes: _____

Does your child have any allergies? No Yes: _____

List any other medical conditions or problems that may affect the care of your child _____

Prospective applicants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement. In executing this agreement, I declare under penalty of perjury under California law that I am doing so only for myself and/or on behalf of persons for whom I am the parent or legal guardian. In the event that I execute this Release on behalf of another person, and in the event that other person brings a claim against Boreal, I agree to defend, indemnify and hold harmless Boreal as fully set forth above.

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature of Applicant _____ Date _____

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____

Name of Minor/Child 1: _____ Name of Minor/Child 2: _____ Name of Minor/Child 3: _____