

**BOREAL / SODA SPRINGS / WOODWARD SPORTS INSTRUCTION AND RENTAL EQUIPMENT AGREEMENT AND RELEASE OF LIABILITY**

1. I, my child, and/or the user of this equipment (collectively, "I," "me," or "my") accept "as is" ALL equipment listed on this form (the "equipment"). I accept full responsibility for the care of the equipment while it is in my possession.
2. I understand that equipment rental is charged for the full time it is in my possession, even if equipment is unused for all or part of such period. Late returns for any reason, including inclement weather, will not be an exception to this provision. If I fail to return the equipment, I will reimburse Boreal for the equipment at full retail value. Rental equipment is nontransferable. If I transfer any equipment, I agree to indemnify Boreal for any damages related to the improper transfer, including but not limited to injury to the transferee while using the equipment.
3. I acknowledge that I fully understand the use and function of the equipment. I acknowledge that I have received full instruction on the use of the equipment, and that I understand the use and function of the equipment. I understand it is my responsibility to inspect the equipment, including but not limited to bindings, skis, snowboards, poles, boots, and helmet for anything out of the ordinary that may affect the equipment's function. I have made no misrepresentation to Boreal with regard to information related to the rental and/or use of the equipment. I understand that the equipment may only be used on the premises.
4. I understand that skiing, snowboarding, other winter sports activities, instruction in those activities, and use of the equipment (collectively, "Activities") can be dangerous and involve risks of injury or death. Despite the risks involved and in consideration for being allowed to rent the equipment and/or participate in the activities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that may be associated with my use of the equipment, participation in the Activities, and use of the facilities at Boreal, Soda Springs, and Woodward, including but not limited to use of equipment, terrain parks and terrain features, chairlifts, mountain transportation, buildings and parking lots, participation in snow sports, instruction, racing, special events, and traveling beyond the ski area boundary (collectively, "Use of the Facilities").
5. To the fullest extent allowed by law, **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** Boreal Ridge Corporation (dba Woodward Tahoe), Boreal Mountain Resort, Woodward Tahoe, Soda Springs, Powdr Corp., Powdr-Woodward PA LLC, Auburn Ski Club, the Department of Agriculture, United States Forest Service, and their respective owners, investors, members, managers, officers, directors, employees, agents, representatives, landowners, subsidiaries, and affiliated companies (collectively herein, "Boreal") for damages, injury, or death to me or my child arising from my or my child's or the user's participation in the Activities and/or Use of the Facilities, regardless of cause, including allegedly negligent instruction or any alleged **NEGLIGENCE** of Boreal.
6. I understand this **RELEASE OF LIABILITY IS VALID FOREVER** and that it is binding upon and will prevent me or any heirs from filing suit or making any claim for damages in the event of injury or death to me or my child. Additionally, in the event that I, any legal representative, or any other person acting on my behalf files a claim or a lawsuit arising out of my participation in the Activities or Use of the Facilities, **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 it freely and voluntarily.
7. **SEVERABILITY/VENUE/CHOICE OF LAW:** I understand this agreement is severable and if any clause is found invalid, the balance of the agreement will remain in effect, valid, and enforceable. I agree that any action related to this agreement must be brought the Nevada County Superior Court of California, and that all disputes related to this agreement will be determined under California law.
8. **HELMETS:** I understand that no helmet can protect the user from all foreseeable impacts or injury, and that the Activities and Use of the Facilities present situations that may surpass the limits of protection offered by helmets. However, I understand that for maximum protection, the helmet must fit snugly and the retention system must be fastened securely at all times. I agree that the helmet has been properly fitted and that I (or my child, if my child has been disclosed to Boreal as the person using the helmet) will be the only person using this helmet. **If the helmet experiences an impact, for my safety and the safety of future users, I agree to immediately inform rental shop personnel that the helmet experienced an impact.**
9. **SKI/SNOWBOARD BINDINGS/ EQUIPMENT:** I understand that the ski/boot/binding system is designed to reduce the risk or degree of injuries but will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is no guarantee of the user's safety. I understand that any equipment other than skis are not designed to release as the result of forces generated during ordinary use, and are no guarantee of my or the user's safety. I verify that any snowboard provided for my use is equipped with a leash/retention device. I agree that it is my responsibility to use this device to prevent runaway equipment. I acknowledge that I may lose my lift ticket or pass and will be held financially liable for any damage to property or persons caused by loose equipment.
10. **REQUESTED SETTINGS/SERVICES:** I authorize Boreal to perform such work that is necessary to properly mount, test and/or repair the equipment. I have verified that the release setting numbers recorded on this form correspond with the numbers appearing on the visual indicator windows of the ski bindings. I acknowledge that there may be an increased risk of injury to me as a result of my own personal preferences for the binding settings.
11. **PARENTS/GUARDIANS OF MINORS IN SPORTS INSTRUCTION:** I agree to stay on the premises at all time while my child is in a lesson. I understand that Boreal **REQUIRES** all minors to wear a helmet during lessons, and that failure to agree to or comply with these requirements means that my child will not be allowed to participate in any lesson.
12. **MEDICAL RELEASE AND PERMISSION TO TREAT A MINOR:** In the event of a medical emergency to my child, I hereby give consent to Boreal to provide any emergency first aid treatment and/or refer treatment to emergency personnel, physicians, dentists or other medical care providers under whatever conditions are deemed necessary at the time to preserve the life, limb or well-being of my child. I agree to pay all costs associated with such treatment and related transportation for my child, and to **INDEMNIFY** and **HOLD HARMLESS** Boreal for the costs.
13. **CHAIRLIFTS:** I understand that my child may be riding lifts alone or with other children or adults while enrolled in lessons. Please advise a supervisor in advance if you do not want your child to ride a chairlift.
14. Prospective renters and lesson participants under the age of 18 years are required to have a parent, legal guardian, or authorized adult read and sign, verifying that the parent/legal guardian/authorized adult has read and understands this agreement and agrees to be bound by its terms. 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, legal guardian or authorized adult. In the event that I execute this Release on behalf of another person, I understand and agree that I am acting as the agent for that person and my signature expressly confirms authorization to act on their behalf; 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. READ AND UNDERSTAND IT BEFORE SIGNING**

Signature of User \_\_\_\_\_ DATE \_\_\_\_\_

Print Name of Parent/Legal Guardian \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_ DATE \_\_\_\_\_