

BOREAL MOUNTAIN RESORT AND SODA SPRINGS MOUNTAIN RESORT (BMR/SS)® SPECIAL EVENT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Please Read the Entire Document Carefully Before Signing – It Limits Your Legal Rights

1. I or my child (collectively, "I", "me", or "my") have voluntarily applied to participate in, assist with, and/or compete in _____ [NAME OF SPECIAL EVENT] at Boreal Mountain Resort or Soda Springs Mountain Resort (the "Event"). I understand that my participation in the Event poses inherent and other risks of INJURY and DEATH.

2. I understand and agree that the Event involves numerous risks including, but not limited to, course setting, configuration of the venue, collisions (with others, natural and man-made objects, snow making equipment, and over-snow vehicles), surface and subsurface snow conditions, variable weather conditions, rocks, cliffs, steep terrain, avalanches, marked and unmarked natural and/or manmade obstacles, rugged mountainous terrain, varying weather and visibility conditions, terrain parks and their features (including, but not limited to, all types of jumps, rails, boxes, and half pipes), chairlifts, racing, slope style, skier/boarder-cross, Big Air, rail jam, photo shoots, performing maneuvers (inverted or otherwise), and the acts of other participants. I further understand that if I am allowed to use the facilities at Boreal outside of normal ski area operating hours, I may encounter greater numbers of over-snow vehicles, such as snowmobiles and grooming machines, and other activities performed by Boreal associated with the opening or closing of the ski area.

3. Despite the risks involved with the Event (known or unknown), and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME AND ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the Event or any use of the facilities, including but not limited to, free skiing during the Event and mountain transportation of any kind.

4. In consideration for being permitted to participate in the Event and/or to use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Boreal Ridge Corporation, Soda Springs Mountain Resort, Powdr Corp., Powdr-Woodward PA LLC, Auburn Ski Club, [OTHER APPLICABLE ENTITIES], special event organizers, sponsors, insurance carriers, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies and the United States of America, Department of Agriculture, Forest Services (collectively, "Boreal") for injury or death resulting from my participation in the Event, regardless of the cause, including the alleged **NEGLIGENCE** of Boreal.

5. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Event or use of the facilities. I understand this is a release of liability that is **VALID FOREVER** and will apply whenever I participate in the Event or use the facilities.

6. If I, my child, or any legal representative files a claim or a lawsuit arising out of my participation in the Event or use of the facilities, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Boreal for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Event or use of the facilities.

7. I represent that I am generally in good health. I authorize Boreal and/or its authorized personnel to call for medical care for me and to transport me to a medical facility if, in the opinion of such personnel, medical attention is needed. I agree that upon transport to any such medical facility, Boreal will not have any further responsibility for me. I agree to pay all costs associated with such treatment provided by medical providers and related transportation, and to **DEFEND, INDEMNIFY and HOLD HARMLESS** Boreal for any related costs.

8. I hereby authorize the use and reproduction of my image and/or likeness by Boreal and its authorized representatives for any purpose, without compensation or restriction. Photographers executing this agreement understand that images they take at Boreal may be used by Boreal at any time and for any purpose.

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.

10. 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 Superior Court of California, County of Nevada. Any disputes will be subject to and determined under the laws of the State of California.

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 to my child any and all emergency first aid treatment and/or refer treatment to emergency personnel, physicians, dentists, or other medical care providers. 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 and transportation, and to **INDEMNIFY and HOLD HARMLESS** Boreal for any costs 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 _____

I HAVE CAREFULLY READ THIS LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS.

Printed Name of Event Participant

Signature of Event Participant

Date

Prospective participants 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.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

Emergency Contact _____ () _____
Name/Relation Telephone

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