



Auburn Ski Club Associates, Inc. -- Auburn Ski Club, Inc. Training Center

## WAIVER, RELEASE AND ASSUMPTION OF RISK

**THE PROGRAMS THAT ARE SUBJECT TO THIS AGREEMENT.** I/We, the undersigned, and/or parent or legal guardian of a minor, desiring to utilize the Training Center Facilities or participate in the Alpine and Nordic programs, other programs, activities and events of the Auburn Ski Club Associates, Inc. (“Associates”) hereby acknowledge that the use by myself (each undersigned adult participant) or my/our minor child(ren) of the facilities, equipment or programs of Associates at the Auburn Ski Club Training Center, Boreal Mountain Resort, Alpine Meadows Ski Area, and other ski areas is permissive only and is subject to the terms of this Agreement. The facilities and other properties utilized by the Associates at Boreal Mountain Resort are owned by a separate corporation, namely Auburn Ski Club, Inc. (“ASC”), and the waivers and releases given pursuant to this Agreement extend to, and are for the benefit of ASC and the other Released Parties listed in the next succeeding paragraph.

**RELEASED PARTIES:** This Agreement and the waivers, releases and assumption of risks set forth below are for the benefit of each and every of the following parties (who are collectively referred to as the “Released Parties” and each individually as a “Released Party”): The Associates, ASC, Boreal Ridge Corporation; Powdr Corporation; Alpine Meadows Ski Area, United States Ski and Snowboard Association; Far West Skiing Alpine; Far West Nordic Ski Education Association; United States Forest Service; and all sponsors and the agents, agencies, affiliates, members, officers, competition officials, volunteers, directors and employees of all the listed organizations.

**DESCRIPTION OF COVERED SPORTS ACTIVITIES AND FACILITIES:** The undersigned and other persons who elect to participate in the programs, activities and events of ASC and the Associates have opportunities to engage in one or more of the following sports activities (collectively, the “Sports Activities”): the sport of skiing, both Nordic and Alpine, snowboarding, freestyle, biathlon, orienteering, ski jumping, ski racing, terrain park activities, other related events and activities hosted by Associates, ASC, and/or the Training Center including and others entities, without limitation, weight training, off-snow physical fitness conditioning, fitness testing and the discharge of firearms in connection with biathlon programs and the use of the Training Center facilities for non ski activities year-round in either competitive or non-competitive contexts. This Agreement and its waivers, releases and assumptions of liability are also intended to cover and apply to any injuries or death to the undersigned and or the undersigned’s minor child(ren) that might result from merely being a spectator or observer of a Sports Activity. Participation in the programs, activities or events offered by the Associates or others utilizing the Training Center are conducted on properties and utilizing equipment and facilities provided by ASC and several of the other Released Parties who own, manage or operate the other facilities listed in the first paragraph of this Agreement. The facilities and other properties utilized by the Associates at the Boreal Mountain Resort are owned by Auburn Ski Club, Inc. (“ASC”), a corporation that is separate from the Associates, as well as Boreal Ridge Corporation. The waivers and releases given pursuant to this Agreement extend to, and are for the benefit of ASC, Boreal Ridge Corporation and the other Released Parties.

**RISK FACTORS RELATED TO THE SPORTS ACTIVITIES:** I/We acknowledge that each of the Sports Activities enumerated in the preceding paragraph are action sports and related activities which carry a significant risk of personal injury and even death. By executing this Agreement, I/We hereby assume those risks, from all factors, known or unknown to me/us. Without limiting the foregoing, I/we acknowledge that:

**POTENTIAL HAZARDS OF PARTICIPATION IN THE SPORTS ACTIVITIES:** The Sports Activities are hazardous activities and I/we have made a voluntary choice to participate in or to observe those Sports Activities despite knowing the risks. I/We also acknowledge and agree that this Waiver and Release is intended to extend to and include not only natural and man made obstacles or hazards, surface and environmental conditions, and risks inherent in my/our participation and the participation of others in the Sports Activities, including ice, poor visibility, cold or freezing conditions, conduct, variations in terrain, bare spots, bumps, moguls, forest growth, stumps, rocks and debris, lift towers, fencing and other obstacles and barriers, as well as the risks of collision with other skiers/riders and of the failure of skiers/riders to ski within their own ability. I/We have been given an opportunity to visually inspect the cross-country trails and/or race course, Training Center facilities, and the ski areas owned or operated by the Released Parties.

**ASSUMPTION OF RISK: THE UNDERSIGNED ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT, PROPERTIES, OR FACILITIES OF THE RELEASED PARTEIS, THE RISKS ASSOCIATED WITH MAN MADE AND NATURAL CONDITIONS, RISKS ASSOCIATED WITH THE SPORTS ACTIVITIES, THEMSELVES, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, AND RISKS THAT ARE MERELY ASSOCIATED WITH BEING A SPECTATOR OR OBSERVER OF OTHER PERSONS INVOLVED IN THE SPORTS ACTIVITIES, INCLUDING THOSE RISK FACTORS DESCRIBED ABOVE.**

The aforementioned risks, alone and in combination with my/our actions, the actions of other skiers/riders, or actions of my/our minor child(ren) can cause severe or possibly even fatal injury to myself, my/our child(ren) or to others. I/We acknowledge that I/we, or my/our minor child(ren), as participants or users of the ASC/Associates facilities and property and the properties and facilities owned or operated by other Released Parties, understand and assume and accept these risks and hazards whether known or unknown. I further understand that I may be involved in or my child might be participating in training and competitions at other ski areas as a member of the Associates.

**WAIVER:** Having read and understood the foregoing, on behalf of myself (each undersigned adult participant), and my/our minor child(ren) (if applicable), I/we hereby waive any and all claims, demands, liabilities and recourse against the Released Parties arising out of or relating to wrongful death, personal injury or property damage suffered by an undersigned adult participant or the

undersigned's child(ren) from participation in any happening, Sports Activities in any way related to the ASC/Associates Nordic and Alpine programs and any and all training center activities, events or programs. **WITHOUT LIMITING THE FOREGOING, IT IS MY/OUR INTENTION THAT THIS WAIVER AND RELEASE EXTEND TO AND INCLUDE CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY TO THE FULLEST EXTENT ALLOWED BY LAW.**

**RELEASE OF LIABILITY:** I/We understand this is a **RELEASE OF LIABILITY** that is valid **FOREVER**, which will prevent me/us, my/our child(ren), or my/our heirs from filing suit or making any claim for damages in the event of injury or death to an undersigned adult participant or my/our child(ren). Additionally, in the event I/we file or, my child(ren), or my legal representative files a claim or lawsuit arising out of participation in Sports Activities in any way related to the Released Parties or the facilities of any of the Released Parties, **I/WE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES**, for any damages, attorneys' fees or other costs arising out of such a claim or lawsuit. With the aforesaid fully understood I/we nevertheless enter into this **AGREEMENT, WAIVER AND RELEASE** freely and voluntarily and agree that it is binding upon each of the undersigned adult participants, my/our child(ren), my/our heirs, assigns and legal representatives.

**GENERAL RELEASE:** I/we are signing this **AGREEMENT, WAIVER AND RELEASE** with the full knowledge of California Civil Code Section 1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The provisions of this statute are hereby waived, except to the extent that a waiver is precluded with respect to any claim of gross negligence. By signing below, I/we are indicating acceptance of this waiver and release, and I/we are representing that the undersigned adult participants or my/our minor child(ren) are in sufficiently good physical condition to participate in the programs and activities of the Associates without jeopardizing our health and have not been advised otherwise by a qualified medical person that and undersigned adult participant or my/our minor child(ren) cannot participate.

**MISCELLANEOUS:** This Agreement comprised of two pages, which the undersigned has read, contains the entire agreement and understanding between the Released Parties and the undersigned concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral. I/We agree that if any action is initiated with respect to the enforceability, validity or interpretation of this Agreement that action will be brought in a Court of competent jurisdiction in the County of Nevada, State of California. Any disputes will be subject to and determined under the laws of the State of California. If any clause of this Agreement, Waiver and Release is found to be invalid, the balance of the Agreement, Waiver and Release shall remain in effect and shall be valid and enforceable.

**\*\*\*\*THIS SECTION TO BE COMPLETED BY PARTICIPANTS AGE 18 AND OVER\*\*\*\***

Name of participant if over age 18, (print) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of participant if over age 18, \_\_\_\_\_

Name of participant if over age 18, (print) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of participant if over age 18, \_\_\_\_\_

**\*\*\*\*THIS SECTION TO BE COMPLETED ON BEHALF OF MINORS UNDER THE AGE OF 18\*\*\*\***

The undersigned parent or legal guardian verifies that I am the parent/guardian of the minor(s) listed below and that I have authority to enter into this Agreement, Waiver and Release on his/her/their behalf and to be bound by its terms. I further warrant that I have discussed and explained to the undersigned minor(s) the inherent risks associated with participation in or observing the Sports Activities. I accept responsibility for all of the minor's/minors' medical expenses incurred in connection with the Sports Activities or use of facilities associated with the Alpine and Nordic programs of the Associates.

Minor participant name (print): \_\_\_\_\_ DOB \_\_\_\_\_

Minor participant name (print): \_\_\_\_\_ DOB \_\_\_\_\_

Minor participant name (print): \_\_\_\_\_ DOB \_\_\_\_\_

Minor participant name (print): \_\_\_\_\_ DOB \_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Relationship to minor(s): \_\_\_\_\_