

Winter Sports for the whole family

Winter sports opportunities in Northern California are unsurpassed and for more than 80 years Auburn Ski Club has provided families and kids opportunities to experience all the Sierra Nevada has to offer.

The mountain environment is an outdoor stage for youth to learn and grow in an endlessly fun sport. We invite you and your family to become ASC members and enjoy a life-time of winter fun.

To learn about all our multi-discipline programs go to: www.auburnskiclub.org

Auburn Ski Club Training Center

Boreal Mt. Resort, Castle Peak Exit, I-80



2011-12 TWILIGHT PROGRAM

How to join:

The first step to joining one of our on-snow programs is become an Auburn Ski Club Associates member.

Individual dues are \$40. Family membership is \$40 for the first member and \$20 each for additional members. Team/program dues are in addition to basic membership dues.

Enrollment forms for programs are at www.auburnskiclub.org. Before enrolling be sure to contact the coaching staff about which team is right for you.



Twilight Gates

This is a standalone mid-week gate training program at Boreal in the ASC race arena. This "all-comers" program is open to FW racers from other programs and ASC Varsity Ski/Snowboard team members. The only requirement is a desire to train hard in the gates.

With school and weekend races, gate training hours can be hard to find. This program fills that gap with quality, intense gate workouts under the lights in the ASC race arena with ASC coaches. Skiers can jump right into courses at 4:00 pm, train hard until 6:30 pm and be home early. Our dedicated hill lights, snowmaking, hill watering and our own grooming if necessary make this the best after school training venue in Far West..... bar none. Training schedule begins as soon as snow allows. Sessions are Wednesday/Thursday, some Friday's (for weather make-up) and continue through March. Holiday period between Christmas and New Years not included.

Twilight Gates Ski: includes a Boreal night pass: \$ 585 (all ages)

ASC Varsity ski/snowboard members: \$ 275 (in addition to Varsity dues)

Auburn Ski Club Associates, P. O. Box 829, Soda Springs, CA 95728
Phone: 530-426-3313, Fax: 530-426-3501, www.auburnskiclub.org

Sign-up instructions for all 2011-2012 Alpine/Riders/Freestyle Teams

Step 1: Join Auburn Ski Club – As a family based club, athlete(s) and parent(s) must be current ASC members even if parents don't plan to ski. **Complete the required membership form below.** Program Family Membership comes with benefits: 5 free nights of Skiing at Boreal per member, free ASC Cross Country Season Trail Pass.

Step 2: Complete the **Team Registration** form. Don't forget to select which team each athlete is enrolling in.

Step 3: Complete the family **Waiver and Release**. List all family club members including parents and siblings not in a program, parent/legal guardian must sign for minors

Step 4: Complete the **Medical Release, Athlete Code of Conduct and Media Release** forms.

Step 5: Complete the **Ski Area pass** form(s) as required for your team (if not included in this packet pass forms are not yet available and will be sent to you before the season begins).

Step 6: Membership and team dues totaled in one check payable to "Auburn Ski Club Associates". Please make volunteer deposit (if applicable to your team) in a separate check to "Auburn Ski Club Associates".

Step 7: Mail everything to address on registration form and get ready for winter fun!

Auburn Ski Club Associates - 2011-2012 Membership Application / Renewal

BASIC MEMBERSHIP: Individuals: \$40; **Family:** \$40 for the first family member, \$20 for each additional member (immediate family, same household). Children 3 and under do not need a membership, but must have a waiver on file if at the Training Center.
Membership dues are non-refundable / non-transferable and are valid through June 30, 2012.

Family mailing address: _____

City: _____ State: _____ Zip: _____

Phone Number (_____) _____ email _____

Name _____ \$40
 Name _____ \$20
 Name _____ \$20
 Name _____ \$20
 Name _____ \$20

Office Use only			
Card #	Waiver	Misc.	Total

The Auburn Ski Club Associates is a non-profit 501c(3) organization

Please donate if you can to help support our efforts to keep our programs top quality and affordable to as many aspiring young athletes and snow enthusiasts as possible:

Please indicate the amount you would like to donate and to which fund:

Auburn Ski Club Associates:

- Alpine programs \$ _____
- Snowboard programs \$ _____
- Nordic programs \$ _____

Membership Dues: \$ _____

TOTAL \$ _____

Office Use only

Ck #: _____ Date: _____ Collected / Mailed _____
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Your membership card(s) will be available for pickup at the Training Center office during regular business hours.

- Check this box if you would prefer us to mail your cards
- Check this box if you would prefer we do not share your address with other ski organizations

Auburn Ski Club Associates, P.O. Box 829, Soda Springs, CA 95728, www.auburnskiclub.org



Auburn Ski Club Associates
2011-2012 Twilight Gates Program Registration



Follow us on Facebook (ASC Alpine)
 and www.auburnskiclub.org for team updates and news!

Please print clearly

Athlete Name: (First)	(Last)	Birth date	/ /
Team Selection (see below):		Sex M___F___	Athlete's email:

Athlete Name: (First)	(Last)	Birth date	/ /
Team Selection (see below):		Sex M___F___	Athlete's email:

REQUIRED CONTACT INFORMATION

Mother (or legal guardian)	Father (or legal guardian)
Name:	Name:
Home Ph:	Home Ph:
Cell Ph:	Cell Ph:
Work Ph:	Work Ph:
Email:	Email:
Parents are (circle one): Married Divorced Other:	
Child lives with (circle one): Both Mother Father Other:	

Athlete membership required at discounted rate of \$20 each (complete membership form) \$ _____

With school and weekend races, gate training can be hard to find. This program fills that gap with quality, intense gate workouts under the lights in the ASC race arena at Boreal with ASC coaches. Training begins when snow coverage allows, every Wednesday and Thursday from 4:00 to 6:30 PM.

Select the appropriate gate program below:

Team	Boreal Night Pass	Price	Check One
Twilight Gates (Ski)	✓	\$585	<input type="checkbox"/>
Twilight Gates (Snowboard)	✓	\$585	<input type="checkbox"/>

NOTE: To receive your season pass and go on snow for training, ALL DUES MUST BE PAID IN FULL AND ALL FORMS MUST BE COMPLETE AND TURNED IN TO ASC'S TRAINING CENTER OFFICE. Team dues are non-refundable once the athlete has participated on snow.

Amount Due - Make checks payable to Auburn Ski Club Associates	\$ _____
<i>(In an effort to decrease bank fees we are not accepting credit cards)</i>	

Volunteers are key to ASC's success. In fact, our programs cannot host events for your athlete without your participation as a volunteer. We will be contacting you throughout the season to request your help with the numerous races and events we host. No experience is necessary and our athletes and teams appreciate your help! Thank you in advance for volunteering!

Send Form and payment to: ASCA, P.O. Box 829, Soda Springs, CA 95728
Any Questions? Contact Bill Clark for the ski gates (530)426-3313x101, bclark@inc.auburnskiclub.org
or Dylan Omlin for the snowboard gates, riders@assoc.auburnskiclub.org

<i>FOR OFFICE USE</i>				
Ck # _____	Amt. paid _____	Amt. Due _____	Date _____	Initial _____
Initial data entry:		Notes:		



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): _____

Auburn Ski Club Associates
PERMISSION TO TREAT A MINOR

Family Name: _____

I, the undersigned parent/legal guardian of, _____ minor(s), do hereby authorize and consent to any X-ray examination, MRI examination, anesthetic, medical, or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medicine Practice Act or a dentist licensed under the Dental Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the State of California Department of Public Health. It is understood that this authorization is given in advance of any diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best -judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient but that any of the above treatment will not be withheld if the undersigned cannot be reached.

This authorization is given pursuant to the provisions of Section 6550 of the Family Code of California.

Signature: _____ Date: _____ (Mother, Father, Legal Guardian)
Please circle one

In the boxes below list ALL medical information including allergies to food or medicine, asthma, diabetes, seizure disorders, special physical conditions, dietary and medications for each child:

Childs name:	Childs name:

EMERGENCY CONTACT INFORMATION:

Family's home phone number _____

Father's Work Phone _____ Father's Cell Phone _____

Mother's Work Phone _____ Mother's Cell Phone _____

Emergency Contact if parents can't be reached _____

Phone: _____ Cell Phone _____

Family's Insurance Company _____ Policy #: _____

Family Physician(s): _____ Phone Number: _____

Auburn Ski Club Alpine Program

Code of conduct

I understand that being a member of an Auburn Ski Club competition team is a privilege, and by accepting a position on a team I am agreeing to certain responsibilities. I understand that as an Auburn Ski Club athlete my actions directly affect other team members, the club, its staff, volunteers, and mountain hosts.

My signature on this form states that I agree to the following:

- I shall maintain high standards of moral and ethical conduct, which includes self control and responsible behavior, consideration for others' physical and emotional well-being and good manners in public places while training and competing at all levels.
(athlete's initial _____)

- I understand that many people (coaches, race officials, fundraisers, parents etc.) are working hard to help me achieve my goals. I will treat them with the gratitude and respect they deserve.
(athlete's initial _____)

- I shall demonstrate good sportsmanship behavior at all times.
(athlete's initial _____)

- I shall abstain from the use of alcohol, tobacco and drugs.
(athlete's initial _____)

- I shall abide by the rules of the ski areas at which I race and train and by the rules of the competitions in which I race.
(athlete's initial _____)

- I shall abide by the USSA code of conduct (as published in the USSA competition guide).
(athlete's initial _____)

- If I choose to compete for my high school, I will endeavor to be a good team member and role model for my team mates. I shall avoid conflicts in training and racing schedules by open discussion of my goals and methods of training with all coaches concerned.
(athlete's initial _____)

- I will communicate in advance with team coaches if I am unable to make the regular training sessions, or if I am unable to stay for the duration of training.
(athlete's initial _____)

Athlete's signature: _____ date _____

Parents: I acknowledge that my child has agreed to abide by the above terms of Auburn Ski Club team membership.

parent's signature: _____ date _____

Auburn Ski Club Associates 2011-2012 Photograph/Media Release

During your, and/or your child(s) participation at the Auburn Ski Club Training Center, staff, club members and others associated with ASC will be photographing, videotaping (including audio) many of the club events, training sessions and activities. Images and videotapes of you and your child(ren) are likely to be recorded. With your permission the resulting media, electronic or otherwise, and without notifying you, will be used by Auburn Ski Club Associates for printed publications, promotions, newsletters, press releases, social media and websites.

The privacy and protection of our members is important. It is Auburn Ski Club's policy that ASC media is not shared with third parties unless permission is granted on a case by case bases as need arise. In addition individuals will not be identified without specific permission granted below.

By signing below I grant permission to Auburn Ski Club to use photographs, videotapes (electronic or otherwise including audio) of myself and my minor child(ren) as described above. I also hereby release Auburn Ski Club and its employees and agents from all claims, demands and liabilities whatsoever in connection with the above request.

Child(ren) name: _____



By checking this box I give further permission for myself and my minor child(ren) to be identified in media used by Auburn Ski Club.

Signature of Parent/Guardian if athlete(s) is under age 18: _____ Date: _____

Name (printed): _____

OR

Signature if over age 18: _____ Date: _____

Name (printed): _____



Boreal Mountain Resort
 P.O. Box 39
 Truckee, CA 96160
 (530)426-3666
 www.RideBoreal.com

Season Pass Form

Pass Type:	ASC Team Adult/Teen	\$179
	ASC Team Child (ages 5-12)	\$74
	ASC Parent	\$239
	ACS Team Night Pass	\$79
	ASC Coach	-

Pass is valid for the 2011/2012 season only. Not valid with any other offer.

Instructions: Please complete the order form, read and sign the "conditions of Issuance" and "Release of Liability and Indemnity Agreement" on the back side of this page. Return completed form along with full payment to Boreal Mountain Resort. Proper identification will be required to pick up your Season Pass. Your Season Pass MAY NOT BE SOLD OR TRANSFERRED, NO REFUNDS OR CREDITS WILL BE GIVEN ON SEASON PASSES WHICH ARE NOT PICKED UP OR USED.

(PLEASE PRINT)

How did you hear about pass sale? Newspaper Internet Direct Mail Radio Friend

Name _____ Phone () _____
 (Last, First)

Mailing Address _____

City, State, Zip _____

Birthdate _____ Age _____

PLEASE READ AND SIGN "CONDITIONS OF ISSUANCE" ON BACK SIDE

For Boreal Use Only

Amount Paid _____ Method _____ Date Paid _____ Accepted By _____

CONDITIONS OF ISSUANCE FOR ALL BOREAL AND SODA SPRINGS SEASON PASSHOLDERS

Your Season Pass ("Pass") is for your use and enjoyment. Listed below are some rules and guidelines we hope will make your mountain experience more enjoyable. This is only a partial list, **use common sense and good judgment**. If you are in doubt please ask our professional ski patrol. In using the Pass and the facilities at Boreal and Soda Springs ("Boreal"), the passholder agrees to be bound by the following rules:

1. **I AGREE** to ski/snowboard under control at all times and in such a manner that I can stop or avoid other skiers, snowboarders, objects, or other persons. When skiing/snowboarding downhill, or overtaking another skier or snowboarder, I will avoid the skier/snowboarder below me. **I WILL NOT** stop where I am obstructing a trail or where I am not visible from above. When entering a trail or starting downhill, I will yield to others.
2. **I WILL** use brakes or other state-of-the-art stopping devices to prevent runaway skis, snowboards, or other snow sports equipment.
3. **I WILL** keep out of all areas marked "Closed" or "Closed Area."
4. **I WILL** always observe and obey all posted signs, warnings, the SKI AREA RESPONSIBILITY CODES, and all other ski area rules.
5. **I UNDERSTAND** that violating any safety rule may result in the immediate loss of all skiing/snowboarding privileges and possible criminal prosecution under California Penal Code sections 653i and 602(r), including possible fines and jail time.
6. **I UNDERSTAND** that use of my Pass by anyone other than myself or use at any time other than designated by the Pass will constitute FRAUD and will result in the immediate loss of all privileges without compensation.
7. **I UNDERSTAND** that if I lose my Pass or if it is stolen, I must notify the special tickets desk, and at the resorts' discretion, the Pass may be replaced for a \$50.00 fee. If I forget my Pass on any given day, I will have to purchase a lift ticket for that day.
8. **I UNDERSTAND** that my Pass and the privilege to use the facilities of the ski resort may be revoked at any time (without compensation) by Ski Patrol or Management for violations of this agreement or ski area rules.
9. **I UNDERSTAND** that Boreal reserves the right to restrict passholders' use for any reason or to close the resort for any special function.
10. **I UNDERSTAND** that my Pass is valid only during the 2011/2012 season (as long as the resorts operate for passholders) and that night passes are valid during night season operation only, unless otherwise indicated.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

By signing this Release of Liability and Indemnity Agreement, I am acknowledging that I or my child (collectively referred to as "I" or "my") have chosen to participate in winter sports activities and/or other recreational activities at Boreal Mountain Resort and/or Soda Springs Mountain Resort, including but not limited to, skiing, snowboarding, snowtubing, sledding, all other winter sports, and all activities at Boreal Playland, Soda Springs Planet Kids, and Mini-Snowmobiles (collectively, the "sport"). I understand that my participation in the sport poses risks of **INJURY** and **DEATH** to me. The risks include, but are not limited to, loss of control, collisions with other ski area patrons, tubers, and all natural and man-made objects (including, but not limited to, trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles). The risks also include variations in terrain, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches, and traveling in the mountains and beyond the ski area boundary. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks (jumps, rails, boxes, half pipes, and other park features), slope style, skier/boarder-cross, performing maneuvers (inverted or otherwise), walking in lodges and parking lots, and participating in lessons, races, and special events (collectively, "use of the facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the sport or use of the facilities.

I further understand that during my participation in the sport or my use of the facilities, I may encounter various manmade and natural terrain features, including features in terrain parks. 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.

In consideration for being allowed to participate in the sport and use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Boreal Ridge Corporation, Soda Springs, Powdr Corporation, Inc., Auburn Ski Club, or any of their parent companies, subsidiaries, owners, employees, agents, landowners, or The United States of America Department of Agriculture, Forest Service (collectively referred to herein as "Boreal") for injury or death resulting from my participation in the sport or use of the facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Boreal. I further agree to defend, indemnify and hold harmless Boreal for any claims, lawsuits, damages, attorney fees, costs or judgments for personal injury or personal property damage, related in any way to my participation in the sport 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 sport or use the facilities at Boreal. I understand this **RELEASE OF LIABILITY** will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. Additionally, in the event I file or my child or my legal representative files a claim or a lawsuit arising out of participation in the sport 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.

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 County of Nevada, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

Signature of Applicant _____ DATE _____

Prospective applicants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement.

PRINT NAME OF PARENT/LEGAL GUARDIAN _____ DATE _____

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ DATE _____

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