

WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

PLEASE READ, INITIAL AND SIGN

TODAY'S DATE: _____

SEASON PASS PRIVILEGES: I understand that my 2019/2020 Bogus Basin Recreational Association, Inc. ("BBRA") Season Pass must be worn visibly at all times when skiing or snowboarding. BBRA makes no guarantees with respect to the duration of the season. BBRA, at its sole discretion, will determine the length of the season based upon snow conditions and other variables. BBRA is not responsible for this Season Pass if it is lost or stolen and a \$10 fee will be charged to replace the pass. Usage of a Season Pass is granted only to the individual to whom it is issued. Any fraudulent use of the Season Pass will result in prosecution to the fullest extent of the law. Conducting any kind of business on BBRA property without written consent from an authorized representative of BBRA is not permitted (ie: Ski Instructing, Retailing, Peddling Goods and/or Services) and any person(s) caught conducting acts of this kind or of similar nature will be prosecuted. The Season Pass is the property of BBRA and may be confiscated, revoked, or suspended at the discretion of an authorized BBRA employee at any time for failure to adhere to any of the rules listed above and/or the Skier Responsibility Code, or for exhibiting unsafe skiing / riding practices, endangering oneself or others, causing a nuisance / disturbance to the public, and/or for any misconduct of BBRA property, facilities and/or staff. **RESTRICTIONS APPLY TO THE MIDWEEK AND NIGHT PASS as to accessibility to the ski area based on the type of pass.**

Initial (1) _____ (2) _____ (3) _____ (4) _____ (5) _____

RELEASE, ASSUMPTION OF RISK & HOLD HARMLESS: The person who purchases and/or uses a Season Pass for the purpose of utilizing any of BBRA's ski area shall be referred to hereinafter as "Participant." Participant hereby acknowledges that he/she has received valid consideration in exchange for agreeing to the terms set forth in this Agreement. The Participant agrees and understands that skiing, snowboarding and/or using BBRA's ski area, including the ski lifts, for any purpose (the "Activity") can be hazardous and involves the RISK OF PHYSICAL INJURY OR DEATH, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activity. Participant further acknowledges that he/she has read this Agreement, and **EXPRESSLY ASSUMES ALL RISKS** of the Activity, inherent or otherwise. Further, the Participant recognizes that he/she has certain duties and/or responsibilities which are set forth in the Idaho's Ski Liability Act, Title 6, Chapter 11 of the Idaho Code. In consideration of allowing the Participant to use BBRA's ski area, the Participant agrees to **RELEASE** Bogus Basin from any and all liability and/or claims for property damage, injury or death arising from the Participant's participation in the Activity, including those claims based on BBRA's alleged or actual NEGLIGENCE, and Participant agrees to **WAIVE** his/her right to file a lawsuit against BBRA for any existing or future claims. Further, Participant agrees to **DEFEND and INDEMNIFY** BBRA from all claims for property damage, injury or death arising out of Participant's participation in the Activity, which (1) he/she may suffer or for which (2) he/she may be liable to others or for (3) Participant's conduct that may contribute to a claim being asserted against BBRA. Additionally, in consideration for allowing the Participant to use BBRA's ski area, the Participant agrees to **RELEASE** BBRA from any and all liability and/or claims stemming from the use of the Participant's image while using BBRA's ski area.

Initial (1) _____ (2) _____ (3) _____ (4) _____ (5) _____

MEDICAL CARE: I understand that BBRA may furnish first aid care, including but not limited to: transportation for me and/or an injured minor child to a facility where defined medical care can be provided at no expense to BBRA. I understand that the furnishing of medical care is in no way an admission or an assumption of liability on the part of BBRA, its officers, agents or employees.

Initial (1) _____ (2) _____ (3) _____ (4) _____ (5) _____

As a season pass holder, I/we understand that a BBRA season pass is a privilege that may be revoked or suspended at any time due to inappropriate behavior. I AND/OR MY MINOR(S) ACKNOWLEDGE THAT WE HAVE READ, UNDERSTAND AND WILL ABIDE BY ALL BBRA'S POLICIES/RULES GOVERNING THE USE OF OUR SEASON PASSES AND USE OF BBRA'S FACILITIES. A PARENT OR GUARDIAN OF A MINOR CHILD MUST INITIAL & SIGN. IF A PARENT OR GUARDIAN IS SIGNING ON BEHALF OF A MINOR, THE PARENT OR GUARDIAN AGREES TO DEFEND/INDEMNIFY BBRA IN THE EVENT THE AUTHORITY TO BIND THE MINOR IS CHALLENGED.

(1) Sign _____ (1) Print _____ /_____/_____
pass holder signature (18+yrs) or parent/guardian for minor pass holder name pass holder birthdate

(2) Sign _____ (2) Print _____ /_____/_____
pass holder signature (18+yrs) or parent/guardian for minor pass holder name pass holder birthdate

(3) Sign _____ (3) Print _____ /_____/_____
pass holder signature (18+yrs) or parent/guardian for minor pass holder name pass holder birthdate

(4) Sign _____ (4) Print _____ /_____/_____
pass holder signature (18+yrs) or parent/guardian for minor pass holder name pass holder birthdate

(5) Sign _____ (5) Print _____ /_____/_____
pass holder signature (18+yrs) or parent/guardian for minor pass holder name pass holder birthdate

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TODAY'S DATE: _____

The person using any Bogus Basin Recreational Association, Inc. ("Bogus Basin") chairlift shall be referred to hereinafter as "Participant." The use of any Bogus Basin chairlift by the Participant shall be referred to as the "Activity." The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. Undersigned hereby acknowledges that he/she has received valid consideration in exchange for agreeing to the terms set forth in this Agreement.

The Undersigned agrees and understands that the Activity can be hazardous and involves the RISK OF PHYSICAL INJURY OR DEATH, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activity. The Undersigned further acknowledges that he/she has read this Agreement, and **EXPRESSLY ASSUMES ALL RISKS** of the Activity, inherent or otherwise.

In consideration of allowing the Participant to use the Bogus Basin chairlift, the Undersigned agrees to **RELEASE** Bogus Basin from any and all liability and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity, including those claims based on Bogus Basin's alleged or actual NEGLIGENCE. Further, the Undersigned agrees to **WAIVE** his/her right to file a lawsuit against Bogus Basin for **any existing or future claims**.

The Undersigned agrees to **DEFEND and INDEMNIFY** Bogus Basin from all claims for property damage, injury or death arising out of Participant's participation in the Activity, which (1) he/she may suffer or for which (2) he/she may be liable to others or for (3) Participant's conduct that may contribute to a claim being asserted against Bogus Basin.

The Undersigned understands that Bogus Basin may furnish first aid care, including, but not limited to, transportation for Participant to a facility where defined medical care can be provided at no expense to Bogus Basin. The Undersigned understands that the furnishing of medical care is in no way an admission or an assumption of liability on the part of Bogus Basin, its officers, agents or employees.

In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be GOVERNED BY IDAHO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the STATE DISTRICT COURT residing in the county where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF IDAHO.

The Undersigned understands that a season pass for chairlift use is a privilege that may be revoked or suspended at any time due to inappropriate behavior. Finally, in consideration for allowing the Participant to use Bogus Basin's chairlifts, facilities and/or ski area, the Participant agrees to RELEASE Bogus Basin from any and all liability and/or claims stemming from the use of the Participant's image while using Bogus Basin.

I AND/OR MY MINOR(S) ACKNOWLEDGE THAT WE HAVE READ, UNDERSTAND AND WILL ABIDE BY ALL BOGUS BASIN'S POLICIES/RULES GOVERNING THE USE OF ANY BOGUS BASIN CHAIRLIFT. A PARENT OR GUARDIAN OF A MINOR CHILD MUST SIGN. IF A PARENT OR GUARDIAN IS SIGNING ON BEHALF OF A MINOR, THE PARENT OR GUARDIAN AGREES TO DEFEND/INDEMNIFY BOGUS BASIN IN THE EVENT THE AUTHORITY TO BIND THE MINOR IS CHALLENGED.

(1) Sign _____ (1) Print _____ /_____/_____
Ticket/pass holder (18+yrs) or parent/guardian for minor Ticket/pass holder name/person participating in activity ticket/pass holder birthdate

(2) Sign _____ (2) Print _____ /_____/_____
Ticket/pass holder (18+yrs) or parent/guardian for minor Ticket/pass holder name/person participating in activity ticket/pass holder birthdate

(3) Sign _____ (3) Print _____ /_____/_____
Ticket/pass holder (18+yrs) or parent/guardian for minor Ticket/pass holder name/person participating in activity ticket/pass holder birthdate

(4) Sign _____ (4) Print _____ /_____/_____
Ticket/pass holder (18+yrs) or parent/guardian for minor Ticket/pass holder name/person participating in activity ticket/pass holder birthdate

(5) Sign _____ (5) Print _____ /_____/_____
Ticket/pass holder (18+yrs) or parent/guardian for minor Ticket/pass holder name/person participating in activity ticket/pass holder birthdate