

SUMMER 2020

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

PLEASE READ, INITIAL AND SIGN

TODAY'S DATE: _____

The person using any Bogus Basin Recreational Association, Inc. ("Bogus Basin") chairlift and/or mountain biking at Bogus Basin shall be referred to hereinafter as "Participant." The use of any Bogus Basin chairlift and/or mountain biking at Bogus Basin 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 Undersigned 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