

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

PLEASE READ, INITIAL AND SIGN

TODAY'S DATE: _____

SEASON PASS PRIVILEGES: The Undersigned understands that the 2020/2021 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, the days open, hours of operation or the individual use of the Season Pass based upon snow conditions and other variables. Undersigned understands that such variables may include a restriction on the number of skiers at BBRA at any given time based on health and/or safety concerns, and that such restrictions may impact the Participant's use of the Season Pass. 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 (*i.e.*, 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 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." 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. The 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 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. The Undersigned further acknowledges that he/she has read this Agreement, and **EXPRESSLY ASSUMES ALL RISKS** of the Activity, inherent or otherwise. Further, the Undersigned 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 Undersigned agrees to **RELEASE** BBRA 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 Undersigned agrees to **WAIVE** his/her right to file a lawsuit against BBRA for **any existing or future claims**. Further, Undersigned 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 Undersigned 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: The Undersigned understands that BBRA may furnish first aid care, including but not limited to: transportation for me and/or an injured minor child or another adult to a facility where defined medical care can be provided at no expense to BBRA. The Undersigned understands 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, Undersigned understands that a BBRA season pass is a privilege that may be revoked or suspended at any time due to inappropriate behavior. EACH INDIVIDUAL WHO PURCHASES AND/OR USES THE SEASON PASS ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND WILL ABIDE BY THE SKIER RESPONSIBILITY CODE AND ALL BBRA'S POLICIES/RULES GOVERNING THE PARTICIPATION IN THE ACTIVITY AND/OR THE USE OF ANY BBRA CHAIRLIFT OR THE BBRA SKI AREA. IN THE EVENT THAT AN ADULT (AN INDIVIDUAL WHO IS AGE 18 OR OLDER) PURCHASES A SEASON PASS FOR A MINOR(S) AND/OR ANOTHER ADULT(S), THE PURCHASING ADULT AGREES THAT HE/SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID MINOR(S) AND/OR ADULT(S). THE PURCHASING ADULT AGREES TO DEFEND/INDEMNIFY BBRA IN THE EVENT THAT HIS/HER AUTHORITY TO BIND THE MINOR(S) AND/OR ADULT(S) IS CHALLENGED.

(1) Sign _____
Pass holder (18+yrs) or parent/guardian for minor(1) Print _____
Pass holder name_____/_____/_____
Pass holder birthdate(2) Sign _____
Pass holder (18+yrs) or parent/guardian for minor(2) Print _____
Pass holder name_____/_____/_____
Pass holder birthdate(3) Sign _____
Pass holder (18+yrs) or parent/guardian for minor(3) Print _____
Pass holder name_____/_____/_____
Pass holder birthdate(4) Sign _____
Pass holder (18+yrs) or parent/guardian for minor(4) Print _____
Pass holder name_____/_____/_____
Pass holder birthdate(5) Sign _____
Pass holder (18+yrs) or parent/guardian for minor(5) Print _____
Pass holder name_____/_____/_____
Pass holder birthdate