

**WINTER EDUCATION PROGRAM
ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING**

The person participating in any winters sports school and/or lessons provided by Bogus Basin Recreational Association, Inc. ("Bogus Basin"), including skiing, snowboarding, winter field activities, snow-shoeing snow pit observations, digging in the snow, hiking, jumping and/or traveling to the activity site, shall be referred to hereinafter as "Participant." Participating in skiing, snowboarding, winter field activities, snow-shoeing snow pit observations, digging in the snow, hiking, jumping and/or traveling to the activity 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 use of any Bogus Basin chairlift, 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 grants permission that any photos that Participant may appear in, that are taken of the activity of participation, can be used by Bogus Basin for advertising/display or media purposes to further promote similar programming.

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.

DATE: _____

<u>Ticket/Pass Holder or Parent/Guardian of Ticket/Pass Holder</u>	<u>Ticket/Pass Holder Name</u>	<u>DOB (mm/dd/yy)</u>
(1) Signature _____	(1) Print _____	__/__/__
(2) Signature _____	(2) Print _____	__/__/__
(3) Signature _____	(3) Print _____	__/__/__
(4) Signature _____	(4) Print _____	__/__/__
(5) Signature _____	(5) Print _____	__/__/__

Emergency Contact: _____ () _____
NAME/RELATION TELEPHONE