

**PRINT NAME:** \_\_\_\_\_

Revised 9/11

**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 until April 15, 2012 for the 2011/2012 season in addition to being valid during the 2012/2013 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**