**FILL OUT ONE FOR EACH PLAYLAND TUBING PARTICIPANT**

PLEASE BRING TO GROUP SALES UPON ARRIVAL.

BOREAL MOUNTAIN RESORT/SODA SPRINGS MOUNTAIN RESORT

Winter Sports Activities Release of Liability and Indemnity Agreement

READ CAREFULLY BEFORE SIGNING – THIS LIMITS BOREAL/SODA SPRING’S LIABILITY

I, ______________________________, or my child (collectively referred to as “I”, “my”, or “me”) have voluntarily applied to participate in winter sports activities and 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 or related activities, and all activities at Boreal Playland, Soda Springs Planet Kids, and Mini-Snowmobiles (collectively referred to as “the sport”). I understand that my participation in the sport poses risks of INJURY and DEATH. 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 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 permitted to participate in the sport and to use the facilities, I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE Boreal Ridge Corporation, Soda Springs, Powdr Corporation, 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, “Boreal”) for injury or death resulting from my participation in the sport or use of the facilities, regardless of the cause, 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 arising out of my participation in my child’s 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 that this RELEASE OF LIABILITY will prevent me, my child, 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 any legal representative files a claim or a lawsuit arising out of my participation in the sport or 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 hereby authorize the use and reproduction of my image and/or likeness by Boreal and its authorized representatives, without compensation or restriction. Photographers executing this agreement understand that images they take at Boreal may be used by Boreal, at any time, regardless of date used. 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 ___________________________ Relation ___________________________

Signature of Parent/Legal Guardian ___________________________ Date ___________________________

Name of Minor/Child 1: ___________________________ Name of Minor/Child 2: ___________________________

Name of Minor/Child 3: ___________________________ Name of Minor/Child 4: ___________________________