

**BOGUS BASIN SKI EDUCATION FOUNDATION ASSUMPTION OF RISK, RELEASE OF LIABILITY AND ACCEPTANCE OF RESPONSIBILITY.**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS YOU MUST READ AND UNDERSTAND IT BEFORE AGREEING TO IT**

In consideration of training, preparing and participating in events/competitions, fundraisers, dryland training, biking, cycling and all activities sponsored, hosted or organized in any way by the Bogus Basin Ski Education Foundation and/or Bogus Basin Recreation Association. I, being of legal age or the legal guardian of the named person who is under age eighteen hereinafter referred to as the "PARTICIPANT". PARTICIPANT 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. PARTICIPANT, hereby acknowledge, agree and promise and covenant with the Bogus Basin Ski Education Foundation, Bogus Basin Recreation Association and all related persons or entities and release and discharge the Bogus Basin Ski Education Foundation and Bogus Basin Recreation Association on behalf of myself, my heirs, my parents or guardians, assigns, personal representatives and estate as follows:

I the PARTICIPANT understand that the activities in which I am participating and which I voluntarily engage including but not limited to: skiing and snowboarding in their various forms, as well as preparation for participation in, events, competitions, dryland training, coaching, volunteering, officiating and related activities in Alpine, Nordic, Freestyle, Disabled, and Snowboarding competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions variations in steepness or terrain natural and man-made obstacles and structures, equipment failure, collision with objects or structures, being struck by skiers/riders or equipment and exceeding one's own abilities. I further understand that ski and snowboard training, events and competitions may be more hazardous than recreational skiing and snowboarding. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities, including free skiing and riding. I also know that personal training, coaching, instruction, supervision and enforcement of rules by Bogus Basin Ski Education Foundation, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, Bogus Basin Recreation Association ski and snowboard facility operators (hereinafter the term "BBSEF" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instructions or advice of BBSEF.

1. PARTICIPANT hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY BBSEF FROM ANY CLAIMS, present or future, to PARTICIPANT or his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH), suffered by any person from or in connection with PARTICIPANT's participation in any Activities in which BBSEF is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of BBSEF.

2. PARTICIPANT hereby RELIEVES BBSEF OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities in which BBSEF is involved in any way.

3. PARTICIPANT authorizes BBSEF to obtain medical care for or transport him/her to a medical facility or hospital if, in the opinion of BBSEF, medical attention is required, and PARTICIPANT is unable to make such decisions for himself/herself. PARTICIPANT agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS BBSEF of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. The PARTICIPANT also authorizes disclosure of protected medical information necessary to provide, coordinate or manage PARTICIPANT's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

4. PARTICIPANT agrees never to utilize any run, course or facility for any training practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Idaho, without reference to principles governing choice or conflicts of laws. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS.

THE UNDERSIGNED agree and understand that this release is applicable to each and every day PARTICIPANT participates in the EVENT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED. I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date

_____	_____	_____
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date

Emergency Contact: _____	( )	_____
NAME/RELATION		TELEPHONE