

SODA SPRINGS SKI AREA
WINTER SPORTS ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING – THIS LIMITS SODA SPRINGS’ LIABILITY

I, _____, or my child (collectively referred to as “I” or “my”) have voluntarily applied to participate in winter sports activities and/or other recreational activities, including skiing, snowboarding, all other snow sports, and all activities at Soda Springs Planet Kids, Snowtubing, and Mini-Snowmobiles (collectively referred to as “the activities”) at Soda Springs Ski Area. I understand that my participation in the activities poses risks of INJURY and DEATH to me and/or my property. These risks include, but are not limited to, variations in terrain and variable snow conditions, use of the tubing area and ski runs, use of rental equipment, use of terrain parks, halfpipes, and their features, loss of control, as well as encounters or collisions with trees, rocks, fences, terrain features (natural or man-made), other participants in the activities and/or spectators, snowmaking or snowgrooming equipment and their components, snowmobiles and other vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. These obstacles and other risks also include, but are not limited to, bare spots, variations in snow and terrain, including bumps, moguls, ice, terrain park features, stumps, forest growth and debris, rocks, subsurface conditions, erosion control devices, and other slope hazards and obstacles. Despite the risks involved, and in consideration of the right to participate in the activities, **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with participation in the activities or any use of the facilities at Soda Springs Ski Area, including, but not limited to, chairlifts, surface lifts, or other mountain transportation, as well as participation in instruction, racing, special events, and participating in the activities beyond the ski area boundary (collectively referred to as “use of the facilities”).

I further understand that I may encounter various manmade and natural terrain features during participation in the activities or use of the facilities. I understand that I must inspect the elements and terrain before I 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.

In consideration for being permitted to participate in the activities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE SODA SPRINGS SKI AREA**, Boreal Ridge Corporation, Powdr Corp., the United States of America, Department of Agriculture, United States Forest Service, Auburn Ski Club, special event organizers, sponsors and all of their officers, agents, and employees (collectively referred to as “Soda Springs”) for injury or death resulting from my participation in the activities or use of the facilities, regardless of the cause, including the alleged NEGLIGENCE of Soda Springs. I further agree to defend, indemnify and hold harmless Soda Springs for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the activities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER. 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 activities. 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 activities or the use of the facilities at Soda Springs, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Soda Springs for any damages, attorney’s fees or costs arising out of such a claim or a lawsuit. With a fully 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 Soda Springs and its authorized representatives, without compensation or restriction.

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 also sign, verifying that both parent/guardian and applicant have read and/or understand the terms of this agreement and will be bound by its terms.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____

THIS IS A RELEASE OF LIABILITY
DO NOT SIGN IT IF YOU DO NOT AGREE TO BE BOUND BY ITS TERMS