

BOGUS BASIN NORDIC TEAM ASSUMPTION OF RISK AND RELEASE OF LIABILITY --
READ CAREFULLY BEFORE SIGNING

I understand that skiing and training for skiing in its various forms, including Nordic or cross-country skiing, as well as preparation for participation in related Team or volunteer activities (herein 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 manmade obstacles and structures, variations in ski trail grooming including occasional lack of grooming, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE** of the Activities. I know the risk of **SEVERE INJURY** and even **DEATH** exists in all training, organized practice and instruction, and competition locations and activities, including skiing on my own during non-organized practice or training sessions. I also know that personal training, coaching, instruction, supervision and enforcement of the rules by Bogus Basin Recreation Association, the Bogus Basin Nordic Team, the Boise Nordic Foundation, Inc. and each of their subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors, representatives and sponsors do not and cannot guarantee my safety.

With the full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski training and competition, I **FREELY AND VOLUNTARILY ACCEPT AND ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of Bogus Basin Recreation Association and the Bogus Basin Nordic Team.

In partial consideration of Bogus Basin Nordic Team's acceptance of my program registration, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Team Member") agrees to comply with and be bound by the following terms at all times, whether training or practicing with the Bogus Basin Nordic Team or competing or participating in any skiing event.

1. Team Member hereby unconditionally **WAIVES AND RELEASES, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY BOGUS BASIN NORDIC TEAM, Boise Nordic Foundation, Inc. and Bogus Basin Recreation Assn (BBRA) FROM ANY CLAIMS**, present or future, relating to any injury to Team Member or damage to his/her property, or relating to injury or damage to any other person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Team Member's participation in any Activities in which Bogus Basin is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of the Team or Bogus Basin.
2. Team Member hereby **RELIEVES BOGUS BASIN NORDIC TEAM and RECREATION ASSOCIATION OF ANY DUTY TO PROTECT TEAM MEMBER FROM HARM** in connection with any Activities in which Bogus Basin is involved in any way.
3. Team Member authorizes the Bogus Basin Nordic Team or Bogus Basin Recreation Association to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of the BBNT, medical attention is required and Team Member is unable to make such decisions for himself/herself. Team Member agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY, AND HOLD HARMLESS** BBNT, Boise Nordic Foundation, Inc., and BBRA from the consequences of such decision and from any costs incurred relating to the provision of such medical care.
4. Team Member agrees to never utilize any trail, course, slope, area, or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the trail, course slope, area, or facility.
5. This agreement shall be construed in accordance with, and governed by, the substantive laws of the state of Idaho, without references to principles governing choice or conflicts of laws. In addition, Team Member agrees that all lawsuits for personal injury or related loss against the BBNT, the Boise Nordic Foundation, Inc. or Bogus Basin must be maintained in state courts sitting in Ada County, Idaho or in federal district courts sitting in the District of Idaho, and Team Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. If 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, TEAM MEMBER SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Signature: _____

Printed name: _____

Date of Birth: _____ Date Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINORS/MEDICAL RELEASE

As the parent or guardian of the above minor Team Member, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Team Member and any other parent or guardian of the Team Member, intending that they be binding on me, the Team Member and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Team Member's right, and the right of any other parent or guardian to maintain any claim or suit against Bogus Basin arising out of the Team Member's participation in any activities involving Bogus Basin in any way. I believe and represent that **I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY BOGUS BASIN** from and against any and all liability arising out of any lack of authority on my part to legally bind the Team Member, or any unenforceability for any reason of the above agreements, representations, waivers, and releases made by or on behalf of the Team Member.

In addition to the above, as the parent or guardian of the minor Team Member, I hereby release him/her to necessary medical treatment in the case of an emergency or acute illness. I agree to indemnify and hold harmless any medical facility providing treatment to minor Team Member named above.

Parent or Guardian's signature: _____

Printed name: _____ Date: _____