

SUMMER/FALL 2023 ACTIVITIES
ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING

TODAY'S DATE: _____

The person using any Bogus Basin Recreational Association, Inc. ("Bogus Basin") chairlift and/or facilities, and/or a licensee/invitee on land owned by Bogus Basin and/or land leased to Bogus Basin by the U.S. Forest Services ("Bogus Basin area") for summer/fall activities (as defined below) shall be referred to hereinafter as "Participant." The "Undersigned" 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. Undersigned hereby acknowledges that he/she has received valid consideration in exchange for agreeing to the terms set forth in this Agreement.

The summer/fall activities that Participant may participate in at Bogus Basin include: (1) summer tubing, (2) bungee trampolines, (3) climbing wall, (4) alpine coaster, (5) aerial adventure course, (6) use of the Bogus Basin chairlifts and/or (7) mountain biking (the "Activities"). The Undersigned agrees and understands that the Activities can be hazardous and involve the RISK OF PHYSICAL INJURY OR DEATH, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activities. The Undersigned further acknowledges that he/she has read this Agreement, and **EXPRESSLY ASSUMES ALL RISKS** of the Activities, inherent or otherwise.

In consideration of allowing the Participant to use the Bogus Basin area, the Undersigned agrees to **RELEASE** Bogus Basin from any and all liability and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activities, including those claims based on Bogus Basin's alleged or actual NEGLIGENCE. Further, the Undersigned agrees to **WAIVE** the Undersigned's right and/or the Participant's right to file a lawsuit against Bogus Basin for **any existing or future claims regardless of whether such claims relate to the Activities.**

The Undersigned agrees to **DEFEND and INDEMNIFY** Bogus Basin from all claims for property damage, injury or death arising out of Participant's participation in the Activities, which (1) Participant may suffer, (2) Participant may be liable to others, or (3) for Participant's conduct that may contribute to a claim being asserted against Bogus Basin.

The Undersigned understands that Bogus Basin may furnish first aid care, including, but not limited to, transportation for Participant to a facility where medical care can be provided at no expense to Bogus Basin. The Undersigned understands that the furnishing of medical care is in no way an admission or an assumption of liability on the part of Bogus Basin, its officers, agents or employees.

In consideration for allowing Participant to participate in the Activities, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activities shall be GOVERNED BY IDAHO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the STATE DISTRICT COURT residing in the county where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF IDAHO.

The Undersigned understands that a summer day ticket is a privilege that may be revoked or suspended at any time due to inappropriate behavior. In consideration for allowing the Participant to use Bogus Basin's chairlifts, facilities and/or the Bogus Basin area, the Participant agrees to RELEASE Bogus Basin from any and all liability and/or claims stemming from the use of the Participant's image while using Bogus Basin.

EACH INDIVIDUAL WHO PURCHASES AND/OR USES A SUMMER DAY TICKET ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND WILL ABIDE BY BOGUS BASIN'S POLICIES/RULES GOVERNING THE PARTICIPATION IN THE ACTIVITIES AND/OR THE USE OF ANY BOGUS BASIN CHAIRLIFT OR THE BOGUS BASIN AREA. A PARENT OR GUARDIAN OF A MINOR CHILD MUST SIGN. IF A PARENT OR GUARDIAN IS SIGNING ON BEHALF OF A MINOR, THE PARENT OR GUARDIAN AGREES TO DEFEND/INDEMNIFY BOGUS BASIN IN THE EVENT THE AUTHORITY TO BIND THE MINOR IS CHALLENGED.

(1) Sign _____ (1) Print _____ /_____/_____
Ticket holder (18+yrs) or parent/guardian for minor Ticket holder name/person participating in activities ticket holder birthdate

(2) Sign _____ (2) Print _____ /_____/_____
Ticket holder (18+yrs) or parent/guardian for minor Ticket holder name/person participating in activities ticket holder birthdate

(3) Sign _____ (3) Print _____ /_____/_____
Ticket holder (18+yrs) or parent/guardian for minor Ticket holder name/person participating in activities ticket holder birthdate

(4) Sign _____ (4) Print _____ /_____/_____
Ticket holder (18+yrs) or parent/guardian for minor Ticket holder name/person participating in activities ticket holder birthdate

(5) Sign _____ (5) Print _____ /_____/_____
Ticket holder (18+yrs) or parent/guardian for minor Ticket holder name/person participating in activities ticket holder birthdate