

Auburn Ski Club, Inc. -- Auburn Ski Club Training Center
WAIVER, RELEASE AND ASSUMPTION OF RISK

THE FACILITIES AND PROGRAMS THAT ARE SUBJECT TO THIS AGREEMENT: I/We, the undersigned, and/or parent or legal guardian of a minor, desiring to utilize the Auburn Ski Club Training Center Facilities and associated Winter sports programs (collectively, the "**ASC Training Center and Programs**" or simply the "**ASCTC**"), have hereby voluntarily executed this Waiver, Release of Liability and Assumption of Risk form for the benefit of the Auburn Ski Club, Inc., a California nonprofit public benefit corporation (the "**ASC**") which owns the ASC Training Center and the real property upon which many of the Programs (described below), including lands owned by the ASC and on the adjacent Boreal Ski Resort properties which are operated by the Boreal Ridge Corporation, a California corporation doing business as the "**Boreal Mountain Resort**", together with the other "**Released Parties**" as defined below, are the intended beneficiaries of this Waiver, Release of Liability and Assumption of Risk Agreement (the "**Agreement**"). The Programs that are covered by this Agreement are described under the heading "**Description of Covered Sports Activities and Facilities**".

The undersigned participant in the ASCTC and Programs, or the undersigned parent or legal guardian of a Program participant acknowledges that the use by myself (each undersigned adult participant) or by my/our minor child(ren) of the equipment, facilities, or Programs of any of the Released Parties and other ski areas that are utilized from time to time by ASCTC is permissive only and is subject to the terms of this Agreement.

RELEASED PARTIES: This Agreement and the waivers, releases and assumption of risks set forth below are for the benefit of each and every of the following parties (who are collectively referred to as the "**Released Parties**" and each individually as a "**Released Party**"): The ASC, Auburn Ski Club Associates; Boreal Ridge Corporation, Woodward Tahoe; Powdr. Corp.; Powdr-Woodward PA LLC, United States Ski Association; Far West Skiing; Far West Nordic Ski Education Association; United States Department of Agriculture, Forest Service; other ski resorts including but not limited to Squaw Valley, Alpine Meadows, Sugar Bowl, Royal Gorge, Tahoe Donner Cross Country and Tahoe XC any of their parent companies, subsidiaries, and all sponsors and the agents, agencies, affiliates, members, officers, competition officials, volunteers, directors and employees of all the organizations that are identified in this Paragraph as "Released Parties".

DESCRIPTION OF COVERED SPORTS ACTIVITIES AND FACILITIES: The undersigned and other persons who elect to participate in the winter sports programs, events and related activities of ASCTC have opportunities to engage in, but not limited to, one or more of the following sports activities (collectively, the "**Sports Activities**"): Nordic skiing on groomed cross-country trails operated by ASCTC, Alpine Skiing, Snowboarding, Freestyle skiing, Biathlon skiing and Shooting, Orienteering, ski jumping, ski racing, terrain park activities, performing maneuvers (inverted or otherwise), other related events and activities hosted by ASCTC including other entities, without limitation, weight training, off-snow and off-season physical fitness conditioning, trail running and hiking, roller skiing, cycling, fitness testing and the discharge of firearms in connection with biathlon programs and the use of the Training Center facilities for non-ski activities year-round in either competitive or non-competitive contexts. This Agreement and its waivers, releases and assumptions of liability are also intended to cover and apply to any injuries or death to the undersigned and or the undersigned's minor child(ren) that might result from merely being a spectator or observer of a Sports Activity. Participation in the programs, activities or events offered by the ASCTC or others utilizing the Training Center are conducted on properties and utilizing equipment and facilities provided by ASCTC and several of the other Released Parties who own, manage, lease, or operate the other facilities listed in this Agreement. I understand that I, or my child might be participating in, training and competitions at other ski areas as a member of ASCTC.

RISK FACTORS RELATED TO THE SPORTS ACTIVITIES: I/We acknowledge that each of the Sports Activities enumerated in the preceding paragraph are action sports and related activities which carry a significant risk of personal injury and even death involving either Program participants or adjacent spectators of Program events and activities. By executing this Agreement, I/We hereby assume those risks, from all factors, known or unknown to me/us. Without limiting the foregoing, I/we acknowledge that:

POTENTIAL HAZARDS OF PARTICIPATION IN THE SPORTS ACTIVITIES: The Sports Activities are hazardous activities which could result in a participant or spectator suffering severe or even FATAL physical injuries. I/we have made a voluntary choice to participate in or to observe those Sports Activities despite knowing the risks. I/We also acknowledge and agree that this Waiver and Release is intended to extend to and include not only natural and man-made obstacles or hazards, surface and environmental conditions, and risks inherent in my/our participation and the participation of others in the Sports Activities, including ice, poor visibility, cold or freezing conditions, conduct, variations in terrain, bare spots, bumps, moguls, forest growth, stumps, rocks and debris, lift towers, fencing, terrain parks, rails, half-pipes and other obstacles and barriers, as well as the risks of collision with other skiers/riders, the possibility of a malfunction in ski lift equipment, collision with snowmaking or grooming equipment and snowmobiles, failure of skiers/riders to ski within their own ability and including buildings and parking lots. I/We have been given an opportunity to visually inspect the cross-country trails and/or race course, Training Center facilities, and the ski areas owned or operated by the Released Parties.

ASSUMPTION OF RISK: THE UNDERSIGNED ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT, PROPERTIES, PROGRAMS, OR FACILITIES OF THE RELEASED PARTIES, THE RISKS ASSOCIATED WITH MAN-MADE AND NATURAL CONDITIONS, RISKS ASSOCIATED WITH PARTICIPATION IN THE SPORTS ACTIVITIES, THEMSELVES, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF REQUIRED EMERGENCY CARE, AND RISKS THAT ARE MERELY ASSOCIATED WITH BEING A SPECTATOR OR OBSERVER OF OTHER PERSONS INVOLVED IN THE SPORTS ACTIVITIES, INCLUDING THOSE RISK FACTORS DESCRIBED ABOVE.

Auburn Ski Club, Inc. – Auburn Ski Club Training Center, Waiver, Release and Assumption of Risk

WAIVER: Having read and understood the foregoing, on behalf of myself(each undersigned adult participant), and my/our minor child(ren) (if applicable), I/we hereby waive any and all claims, demands, liabilities and recourse against the Released Parties arising out of or relating to wrongful death, personal injury or property damage suffered by an undersigned adult participant or the undersigned's child(ren) from participation in any happening, Sports Activities in any way related to the Programs described above.

WITHOUT LIMITING THE FOREGOING, IT IS MY/OUR INTENTION THAT THIS WAIVER AND RELEASE EXTEND TO AND INCLUDE CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY TO THE FULLEST EXTENT ALLOWED BY LAW.

RELEASE OF LIABILITY: I/We understand this is a **RELEASE OF LIABILITY** that is valid **FOREVER**, which will prevent me/us, my/our child(ren), or my/our heirs from filing suit or making any claim for damages in the event of injury or death to an undersigned adult participant or my/our child(ren). Additionally, in the event I/we file or, my child(ren), or my legal representative files a claim or lawsuit arising out of participation in Sports Activities in any way related to the Released Parties or the facilities of any of the Released Parties, **I/WE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES**, for any damages, attorneys' fees or other costs arising out of such a claim or lawsuit.

RELEASE OF CALIFORNIA CIVIL CODE SECTION 1542: I/We are signing this **AGREEMENT, WAIVER AND RELEASE** with the full knowledge of California Civil Code Section 1542, which reads: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** The provisions of this provision of the California Civil Code are hereby waived, except to the extent that a waiver is precluded with respect to any claim of gross negligence. By signing below, I/we are indicating acceptance of this waiver and release, and I/we are representing that the undersigned adult participants or my/our minor child(ren) are in sufficiently good physical condition to participate in the ASCTC programs and activities without jeopardizing our health and have not been advised otherwise by a qualified medical person that the undersigned adult participant or my/our minor child(ren) cannot participate.

AUTHORIZATION TO USE PHOTOS OR OTHER MEDIA DEPICTING PROGRAM EVENTS AND ACTIVITIES. By participating in the Programs that are the subject of this Agreement or using the ASC facilities you are granting permission for the use of photographs, videotapes (electronic or otherwise including audio) that may be recorded during your and/or your child(ren) participation by ASCTC staff, club members, and others associated with the ASCTC organization. The resulting media, electronic or otherwise, may be used for printed publications, promotions, newsletters, press releases, social media and websites managed by ASCTC and participants may be readily identifiable in these images. It is the policy of the ASCTC that any of the above mentioned media will not be provided to a third party without your specific permission.

By signing this Agreement, the undersigned hereby declares, under penalty of perjury that he/she is doing so freely and voluntarily on behalf of myself and/or my minor child. If the undersigned is executing this Release of Liability and Assumption of Risk on behalf of another person, the undersigned agrees that he or she is acting as the agent for that person and that his or her signature expressly confirms that the undersigned has permission to sign on the other person's behalf, and that this Agreement shall be binding upon that other person.

MISCELLANEOUS: If printed, this Agreement may be comprised of four or more pages, which the undersigned has read, contains the entire agreement and understanding between the Released Parties and the undersigned concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral. I/We agree that if any action is initiated with respect to the enforceability, validity or interpretation of this Agreement that action will be brought in a Court of competent jurisdiction in the County of Nevada, State of California. Any disputes will be subject to and determined under the laws of the State of California. If any provision of this Agreement is found to be invalid, the balance of the Agreement shall remain in effect and shall be valid and enforceable. This Agreement may be executed with an electronic signature in accordance with California's Uniform Electronic Transactions Act (Civil Code sections 1633.1-1633.17).

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

Participant name (print) _____ Signature: _____ Date: _____

The undersigned parent/legal guardian verifies that I am the parent/guardian of the minor(s) listed below and that I have authority to enter into this Agreement, Waiver and Release on his/her/their behalf and to be bound by its terms. I further warrant that I have discussed and explained to the undersigned minor(s) the inherent risks associated with participation in or observing the Sports Activities. I accept responsibility for all of the minor's/minors' medical expenses incurred in connection with the Sports Activities or use of ASCTC facilities.

AT LEAST ONE PARENT/LEGAL GUARDIAN MUST READ AND SIGN BELOW FOR PARTICIPANTS UNDER 18 YEARS OF AGE

Minor participant name (print): _____ DOB: _____

REQUIRED parent/legal guardian signature: _____ **Date:** _____