

NOTICE AND ACKNOWLEDGEMENT OF RISKS

Parent or Guardian signature is required for all athletes under 18 years old. **WARNING, NOTIFICATION OF RISKS. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.**

I understand that Alpine, Freestyle/Freeskiing, Snowboarding and Nordic skiing and racing in its various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities (hereinafter referred to as "Activities"), includes inherent dangers and risks that are part of the sport and cannot be mitigated including: changing weather conditions; snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow of any depth or accumulation, including but not limited to any depth or accumulation around or near trees or snowmaking equipment; avalanches, collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, waterpipes, or other artificial structures and their components; variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including but not limited to roads, freestyle/park terrain, ski jumps, catwalks and other terrain modifications; collisions with visible, marked, or obscured equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; restricted visibility caused by snow, wind, fog, sun, or darkness; and encounters with wildlife. I understand it is my/my child's responsibility to conduct a thorough inspection of the course and the adjacent area before using the course for any training, practice, or competition. Fencing, equipment covers, signs, rope lines and other devices may be in place and mark some, but not all of the potential obstacles or hazards. These markers will not prevent injury. I understand and acknowledge it is my/my child's responsibility to stay away from marked areas. I acknowledge the existence of these risks and accept such risks on behalf of myself (and my minor child, if signed by parent or guardian) as inherent to participation in Activities.

WARNING, RISK OF AVALANCHE: Avalanche hazard reduction measures help reduce the risk of avalanches but cannot eliminate the possibility of an avalanche occurring in avalanche prone areas and runout zones open for skiing. I acknowledge the existence of this risk and accept such inherent risk on behalf of myself (and my minor child, if signed by parent or guardian).

I am aware that there are inherent and other risks or dangers for those who are in the process of approaching, loading, riding, unloading and departing from chairlifts, tows and conveyors. All passengers who use a chairlift, tow or conveyor shall be responsible for their own loading, riding and unloading. I understand that all persons who use a chairlift, tow or conveyor shall be

presumed to have sufficient ability, physical dexterity and/or personal assistance to negotiate and to be evacuated safely. I acknowledge the existence of this risk and accept such inherent risk on behalf of myself (and my minor child, if signed by parent or guardian).

I understand that injuries of all types are a common and ordinary occurrence of participating in Activities. I know that the risk of severe injury or death exists in all training and competition locations and Activities, and I voluntarily accept and fully assume such risks on behalf of myself (and my minor child, if signed by parent or guardian). I authorize Bridger Ski Foundation to call for medical care for my minor child or to transport my minor child to a medical facility or hospital if medical attention is needed.

I acknowledge and accept that I (or my minor child, if signed by parent or guardian) is subject to the duties provided in Section 23-2-736, M.C.A. ("Duties of a Skier"), and that Bridger Ski Foundation enjoys all protections provided under the Duties of a Skier statute and other applicable laws.

I agree to and understand my responsibility to thoroughly explain and discuss safety items and inherent risks with my minor child, including review of this document.

Signature

Printed Name

Date

Name of Minor (if applicable)

WAIVER AND INDEMNIFICATION

Parent or Guardian signature is required for all athletes under 18 years old. WARNING, WAIVER AND INDEMNIFICATION. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.

Understanding and accepting the inherent risks of Alpine, Freestyle/Freeskiing, Snowboarding and Nordic skiing and racing in its various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities (hereinafter referred to as "Activities"), I accept responsibility for myself (and my minor child, if signed by parent or guardian) for any and all damage or injury of any kind which may result from Activities and agree to indemnify and hold harmless Bridger Ski Foundation ("BSF"), City of Bozeman, and their subsidiaries, their affiliates, their respective officers, directors, agents, servants and employees (collectively "Indemnified Parties") acting officially otherwise harmless for any claim, demand actions or causes of action arising out of or on account of any injury or damage.

By signing this document, you ARE waiving your legal right to a jury trial AND to hold INDEMNIFIED PARTIES legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to ordinary negligence.

If any provisions of this agreement are found to be unenforceable, the remaining provisions shall remain in full force and effect.

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses or liability incurred as a result of the minor's actions or participation in Activities. I agree to and understand my responsibility to thoroughly explain and discuss safety items and inherent risks with my minor child, including review of this document.

[SIGNATURE PAGE TO FOLLOW]

I HAVE CAREFULLY READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT. I AM SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF, MY HEIRS, AND ASSIGNS, AND IN THE EVENT, I AM SIGNING IT ON BEHALF OF MY MINOR, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF.

Signature

Printed Name

Date

Name of Minor (if applicable)