

BRUNDAGE MOUNTAIN RESORT

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ARBITRATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims

In consideration of being allowed to participate in the Chris Bodily Memorial 4-Way sponsored by Brundage Mountain Resort, LLC. (the "Facility"), Operated by McCall Winter Sports Club the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

TO WAIVE ALL CLAIMS that they have or may have against the Facility arising out of the trails running activity;

TO ASSUME ALL RISKS INHERENT IN THE Chris Bodily Memorial 4-Way, including TO RELEASE the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Chris Bodily Memorial 4-Way.

I agree to defend, indemnify and hold harmless Brundage for and from any injury to other person(s) or property which I may cause as a result of engaging in the I authorize Brundage and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that, upon my transport to any such medical facility or hospital, Brundage shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall defend, indemnify and hold harmless Brundage of and from any costs incurred herein.

6) I agree that any and all disputes between Brundage and me arising from my participation in the Activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Idaho and exclusive jurisdiction thereof will be in the district court residing in and for Valley County, Idaho.

In the event any section of this release is found to be unenforceable, the remaining terms shall be fully

This Release shall be binding to the fullest extent permitted by The Release shall be binding upon my assignees, subordinates, distributees, heirs, next-of-kin, executors, personal representatives, administrators, and insurers, and may be pled by Brundage as a complete bar and defense against any claim, demand, action, or causes of action by me or on my

The Participant acknowledges and agrees that the inherent risks of participating in the Chris Bodily Memorial 4-Way. The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility or the Participant, other than as set forth in this agreement.

I GRANT PERMISSION TO BRUNDAGE MOUNTAIN RESORT, LLC. TO USE MY PHOTOGRAPH, VIDEO TAPE, MOTION PICTURE RECORDING OR ANY OTHER RECORD OF MY USE OF ITS FACILITIES FOR LEGITIMATE PURPOSES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

McCall Winter Sports Club Inc.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING

I understand that skiing and snowboarding in their various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities in alpine, nordic, freestyle, adaptive, and snowboarding competitions and clinics (hereinafter 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 man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities, including free skiing and riding. I also know that personal training, coaching, instruction, supervision and enforcement of rules by McCall Winter Sports Club, its governing bodies, officers, directors, volunteers, employees, coaches, contractors and representatives, competition organizers and sponsors, and ski area operators (hereinafter the term “McCall Winter Sports Club Inc.” shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in ski and snowboard training and competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even

if I follow the instructions or advice of McCall Winter Sports Club Inc..

In consideration of McCall Winter Sports Club Inc.'s acceptance of my member registration, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter

“Member”) agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

Member hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY McCall Winter Sports Club Inc. OF AND FROM ANY CLAIMS, present or future, to Member or his/her property, or to any person or property, for any loss, damage, expense or injury (including DEATH), suffered by any person from or in any connection with Member’s participation in any Activities in which McCall Winter Sports Club Inc. is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of McCall Winter Sports Club Inc..

Member hereby RELIEVES McCall Winter Sports Club Inc. OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which McCall Winter Sports Club Inc. is involved in any way.

Member authorizes McCall Winter Sports Club Inc. to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of McCall Winter Sports Club Inc., medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS McCall Winter Sports Club Inc. of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate or manage member’s healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

Member agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.

This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Idaho, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against McCall Winter Sports Club Inc. must be maintained in state courts sitting in Valley County, Idaho or federal district courts sitting in the District of Idaho, and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event 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, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Little Ski Hill

Release of Liability, Assumption of All Risks, and Arbitration Agreement

In consideration of being allowed to participate in any way in The Chris Bodily Memorial races and its related events and activities, I, the Participant, and/or the Participant's parent(s) or legal guardian(s) if the Participant is a minor, acknowledge and agree that:

The risk of injury from the activities in this program is significant, including potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and

I knowingly assume all such risks, both known and unknown, even if arising from the negligence of the releasees, and assume full responsibility for my participation; and

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazards during my presence or participation, I will remove myself from participation and bring such to attention of the Payette Lakes Ski Club officials immediately; and

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, discharge, indemnify, hold harmless, and promise not to sue the Little Ski Hill, Payette Lakes Ski Club, McCall Winter Sports Club, their officers, officials, agents and or employees, and other participants, sponsoring agencies, sponsors, advertisers, and owners and leasers of premises used for the activity ("Releasees") with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, the fullest extent permitted by law.

I agree that it is my responsibility to be familiar with the race course and agenda, the releasee's rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the releasees, and I must ride to participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, and equipment provided for my use, and my conduct in connection with this event. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in the contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the releasees in defending the claims. This contract may not be modified orally.

I hereby authorize the use and reproduction of my image and/or likeness by Payette Lakes Ski Club (PLSC) and its authorized representatives, without compensation or restriction.

Photographers executing this agreement understand that images they take at PLSC may be used by PLSC, at any time, regardless of date used.

I further acknowledge the contagious nature of COVID-19 and voluntarily assume that risk that I and any minors under my guardianship may be exposed to or infected by COVID-19 by participating in the event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 during the event may result from the actions, omissions, or negligence of myself and others including, but not limited to: Releasees or Releasee's agents, third parties,

and other participants in the event. In consideration of being able to participate in the event, I do for myself and any minors under my guardianship, and all respective heirs and assigns, voluntarily assume the risk of participating in the event, and hereby agree and release discharge, indemnify, hold harmless, and promise not to sue the Little Ski Hill, Payette Lakes Ski Club, their officers, officials, agents and or employees, and other participants, sponsoring agencies, sponsors, advertisers, and owners and leasers of premises used for the activity ("Releasees") of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from my participation or any minors under my guardianship participation in the event or other actions or activities in connection therewith, whether by negligence or not, including but not limited to the following: cancellation or termination of the event, exposure to COVID-19, contraction of COVID-19, and any and all health consequences and damages related to COVID-19 including personal injury, illness, permanent disability, and death.

My child is fit for the event, and consent to my child's participation. I have read and understand the

above contract. In consideration of allowing my child to participate, I consent to the contract and agree

that its terms shall bind me, my child, my heirs, legal representatives and assignees.

Athletes Name Print: _____

Guardian Name Print: _____

Guardian Signature: _____

Date: _____