

5. Sale of Pass Is Final. The sale of the season pass is final and no refund will be due the Pass Holder in the event the Ski Area is unable to open or must close for lack of snow. The Pass Holder assumes all risk of a marginal snow year.

6. Assumption of Risk. You hereby acknowledge and agree that skiing, snowboarding, tubing and use of other sliding devices in the Ski Area (hereafter "skiing") are hazardous sports involving risk of injury, property damage and death. Risks of skiing include, but are not limited to, boarding, riding and disembarking gondolas, lifts and rope tows, encounter with unmarked rocks and bare spots, collisions with others or Ski Area equipment, changes in terrain, avalanche, icy conditions, equipment failure, falling, entrapment in tree wells, frostbite and hypothermia, running into trees, lift towers, signs and other objects and negligence of Ski Area Operator and its personnel. For issuance of the season pass and use of the Ski Area, the Pass Holder expressly agrees to assume and accept all risks of skiing, including risks of any negligence of the Ski Area Operator.

7. Release and Indemnification. To the furthest extent allowed by law, the Pass Holder agrees to fully release the Ski Area Operator and Powder, LLC, as the Ski Area Operator's lessor, and their managers, members, employees, agents, affiliates and contractors (the "Released Parties" hereinafter) from any and all claims for injuries, death, damages, expenses and losses arising out of (1) the Pass Holder's skiing and use of aerial passenger tramways, ski runs, trails, parks, race courses, tubing areas, events, ski instruction and lodges, (2) the negligence of the Ski Area Operator or any other Released Parties, (3) products liability or (4) any collision with persons or objects or falls of the Pass Holder. To the furthers extent allowed by law, the Pass Holder further agrees to indemnify and defend the Released Parties against any claims arising from the Pass Holder's skiing, falls, or use of the aerial passenger tramways or Ski Area and from claims of others related to the skiing and conduct of the Pass Holder. The foregoing release and indemnification provisions shall not apply to any statutory duties owed by the Ski Area Operator which the courts determine may not be released or indemnified.

8. Agreement of Parent or Guardian of Pass Holder Under 18 Years of Age. If the Pass Holder named above is under 18 years of age, his or her parent or legal guardian (the "Authorized Adult") executes this agreement to induce the Ski Area Operator to issue a season pass to the benefit of said minor and agrees as follows:

- (1) To the fullest extent allowed by law, the Authorized Adult individually and on behalf of the minor agrees to all terms of this agreement, including the provisions for assumption of risks, release of liability and indemnification;
- (2) The Authorized Adult assumes full responsibility for educating and supervising the minor Pass Holder to assure his or her compliance with all duties of a skier and rules of the Ski Area and to protect him or her from risks involved in skiing;
- (3) The Authorized Adult shall pay directly or through its insurance provider all medical and rehabilitation expenses incurred by the minor related to injury while using the Ski Area facilities and waives all rights of subrogation against the Released Parties; and
- (4) The Authorized Adult indemnifies and defends the Released Parties against any claims by the minor Pass Holder or others arising out of the minor Pass Holder's skiing or use of or conduct on the facilities of the Ski Area.

9. General Provisions. If any provision of this agreement is found to be unenforceable, it shall be severed and the balance of the agreement shall remain in full force and effect. Venue for any action related to this agreement or skiing under the season pass shall be in Shoshone County, Idaho or, if federal court jurisdiction is invoked, in the federal district court serving Shoshone County, Idaho.

Print: Name of Party Pass Holder or
Parent/Guardian

Signature (Parent or Guardian
if Under 18)

Date