

6. Duties of Pass Holder When Mountain Biking. If your pass also covers mountain biking, your pass and privileges are conditioned upon your assuming and fulfilling the following duties:

- (1) To always ride in control and within your ability and be able to avoid people and objects;
- (2) To not ride if your ability is impaired by drugs, or alcohol.
- (3) To always wear a helmet and other appropriate protective equipment when riding;
- (4) Prior to using any lift, to have the knowledge and ability to load, ride and unload safely;
- (5) To stay on marked trail, obey all signs and warnings and refrain from riding in closed areas;
- (6) To yield to riders ahead of you and to other riders when entering a trail or starting downhill;
- (7) To not stop where you obstruct a trail or are not visible to riders above you;
- (8) To report to the Bike Patrol or other staff collisions or accidents you witness or are involved in;
- (9) To not feed, provoke or approach wildlife

7. Release and Indemnification. To the furthest extent allowed by law, the Pass Holder agrees to fully release the Ski Area Operator, Powder, LLC (the Ski Area Operator's lessor), and F&B, LLC (the food and beverage lessee) and their respective managers, members, employees, agents, 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, lodges and other facilities owned or operated by the Released Parties as part of the Ski Area, (2) the negligence of the Ski Area Operator or any other Released Parties, (3) products liability, (4) mountain biking activity of the Pass Holder or (5) 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, mountain biking, or use of the aerial passenger tramways or other facilities within the Ski Area and from claims of others related to the skiing, mountain biking 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 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 under paragraphs 1 and 6 above and rules of the Ski Area and to protect him or her from risks involved in skiing and mountain biking;
- (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 facilities of the Silver Mountain Ski Resort 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, mountain biking 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