



MOUNTAIN USE LIABILITY RELEASE AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

I (the participant noted below, on behalf of myself if I am over 18 years of age, or as a parent or legal guardian (collectively “Parent”) of someone who is younger than 18 years of age, a “minor”) acknowledge that mountain biking, hiking, skiing, snowboarding, cat skiing, riding on the lifts or in or on any type of vehicle, using the lodge, yurt or related activities, products and services (collectively “Activities”) can be hazardous activities, that injuries or death are a foreseeable result of such Activities and I freely assume all risks associated with such Activities. I have made a voluntary choice to participate in the **Activities**. I acknowledge and recognize that falls and collisions occur, and injuries are a common and ordinary occurrence in the Activities. I acknowledge and understand that I am fully responsible for my own safety. I voluntarily **ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY LOSS** that may be associated with or result in any way from my participation in any of the Activities. I agree (or if the participant is a minor, then undersigned Parent agrees on such minor’s behalf) to pay all medical bills incurred by me or such minor as a result of participating in any Activities, and I waive all rights of subrogation against Soldier Mountain LLC and Soldier Mountain Holdings, LLC and their owners, officers, directors, employees, agents and independent contractors (collectively “Soldier Mountain”).

I understand that helmets are required when skiing, snowboarding, cat skiing, mountain biking, riding the lifts and any other Activity where a fall or collusion might injure me or someone else, and I agree to wear a helmet and other appropriate protective gear at all times when engaged in such Activities. I also understand and acknowledge that weather plays a critical role in the Activities, and that I cannot hold Soldier Mountain responsible for any acts of God and/or related problems.

I further agree to **RELEASE FROM LIABILITY** and to **INDEMNIFY AND HOLD HARMLESS**, Soldier Mountain, for any damage, injury or death (to myself or the minor on whose behalf I am acting) or to any other person or property, whether caused by their fault or negligence or for any other reason, in any way caused or connected with my participation in or otherwise enjoying the Activities. I further agree that my obligation to **INDEMNIFY AND HOLD HARMLESS** applies not only to a situation of my causing damage, injury or death, but Also for any alleged fault, cause or negligence of Soldier Mountain, even if Soldier Mountain is the sole or partial cause of such damage, injury or death to any person or entity.

I further agree never to file a lawsuit against Soldier Mountain related to my participation in or enjoyment of the Activities. Notwithstanding the foregoing, however, I agree that any lawsuit filed against Soldier Mountain shall be filed in Camas County in the State of Idaho, or the Federal Court for the District of Idaho. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain in effect to the maximum extent permitted by law, and that Idaho law shall apply. This agreement is binding upon my heirs, assigns and legal representatives.

I have carefully read this agreement; I understand this is a **RELEASE OF LIABILITY**, which will legally **PREVENT** me or any other person from filing suit or making any other legal claim in the event of my death or injury.

Participants under the age of 18 are required to have a Parent read and countersign this agreement.

Persons under the age of 18 are required to have a Parent read and sign this Agreement. **To the fullest extent allowed by law, the Parent individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement. The Parent agrees and acknowledges Parent’s and minor’s express assumption of risk, release of liability, indemnity and covenants not to sue Soldier Mountain, including for negligence.** The Parent agrees to be solely responsible to educate, supervise and make all decisions concerning the minor’s participation, use of the area and involvement in any of the Activities while at Soldier Mountain. The Parent releases all of their rights or claims resulting from the minor’s participation in any of the Activities including wrongful death damages and agrees to indemnify Soldier Mountain for any other Parent’s claims.

Date: ____ / ____ / ____

 Printed Name of Participant

 Name of Parent or Guardian (if Applicable)

 Signature of Participant (if 18 years or older)

 Signature of Parent or Guardian (if Applicable)

Emergency Contact: _____

Phone: _____