



SOLDIER MOUNTAIN AGREEMENT AND RELEASE OF LIABILITY FOR TRAINING PROGRAMS

RECITALS:

1. Soldier Mountain Holdings LLC operates Soldier Mountain Resort, which is a recreational area. Guest desires to partake in recreational activities at Soldier Mountain Resort according to the terms and conditions set forth by Soldier Mountain.

AGREEMENT:

2. **Missed Appointments.** In the event Guest fails to attend the scheduled session, no refund shall be given. The program fee covers the entirety of the program and is not broken out per day.
3. **Expiration Date.** Guest's paid program consists of the current season only.
4. **Fees When Due.** Fees shall be collected prior to or on the first appointment of a multi-day appointment schedule.
5. **Partial Appointments.** Guest's late arrival for or early departure from a scheduled appointment will not reduce the fee.
6. **No Guarantees.** Soldier Mountain provides no guaranteed results.
7. **Full Disclosure.** Guest has fully disclosed his/her accurate, pertinent physical information. Guest has adequately described the level of ability in the activities being participated in.
8. **Indemnification.** Many recreational activities at Soldier Mountain Resort are vigorous, physically active sports with inherent dangers in an unpredictable outdoor environment with variable terrain. Guest shall indemnify, hold harmless and defend Soldier Mountain Holdings LLC, their employees and volunteers from any claim, loss, injury, or damages arising out of or related to Soldier Mountain Resort activities and any claim, loss, or liability arising out of or related to use of Soldier Mountain Resort and their facilities including any such claim, loss or liability that may be caused or contributed in whole or in part by Soldier Mountain Holdings LLC's employees or volunteer's negligence.
9. **Responsibility.** Guest accepts responsibility to be informed, behave prudently, abide by the Skier Responsibility Code and all other posted notices.
10. **Arbitration.** If any dispute arises between the parties, either party may request arbitration. The venue shall be in Camas County, Idaho. Idaho law governs. Costs of arbitration and attorney fees shall be recoverable and paid to the party substantially prevailing.
1. **Succession.** This agreement shall be binding on and inure to the parties' benefit and their respective successors and assigns. A parent or legal guardian must also sign if under 18.

Date: _____

Printed Name: Guest: _____

Signature: Guest: _____

Printed Name: Parent or Guardian: _____

Signature: Parent or Guardian: _____