

SUMMER SEASON PASS 2026

RELEASE/WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT (“AGREEMENT”)

PLEASE READ, INITIAL AND SIGN

The person using any Bogus Basin Recreational Association, Inc. (“Bogus Basin”) chairlift and/or facilities, and/or a licensee/invitee on land owned by Bogus Basin and/or land leased to Bogus Basin by the U.S. Forest Services (“Bogus Basin area”) for the Activities (defined below) shall be referred to hereinafter as “Participant.” The “Undersigned” means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant’s parent or legal guardian when the Participant is under the age of 18. The Undersigned hereby acknowledges that Undersigned/Participant has received valid consideration in exchange for agreeing to the terms set forth in this Agreement.

The summer/fall activities that Participant may participate in at Bogus Basin include: (1) use of the Bogus Basin chairlifts, (2) hiking and/or (3) mountain biking (the “Activities”). The Undersigned/Participant agrees and understands that the Activities can be hazardous and involves the risk of physical injury, paralysis, or death, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activities. The Undersigned/Participant further acknowledges that Undersigned has read this Agreement, and **EXPRESSLY ASSUMES ALL RISKS** of the Activities, inherent or otherwise.

In consideration of allowing the Participant to use the Bogus Basin area, the Undersigned/Participant agrees to **RELEASE** Bogus Basin from any and all liability and/or claims for injury or death to persons or damage to property arising from the Participant’s participation in the Activities, including those claims based on Bogus Basin’s alleged or actual NEGLIGENCE. Further, the Undersigned/Participant agrees to **WAIVE** the Undersigned’s and/or Participant’s right to file a lawsuit against Bogus Basin for **any existing claims regardless of whether such claims relate to the Activities.**

The Undersigned/Participant agrees to **DEFEND and INDEMNIFY** Bogus Basin from all claims for property damage, physical injury, paralysis or death arising out of Participant’s participation in the Activities, which (1) Participant may suffer, (2) Participant may be liable to others, or (3) for Participant’s conduct that may contribute to a claim being asserted against Bogus Basin.

In consideration for allowing Participant to participate in the Activities, the Undersigned/Participant agrees that any and all claims for property damage, physical injury, paralysis, and/or death arising from the Participant’s participation in the Activities shall be GOVERNED BY IDAHO LAW and EXCLUSIVE JURISDICTION of any claim shall be in

the STATE DISTRICT COURT residing in the county where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF IDAHO.

Each provision of this Agreement is intended to be severable. If any clause or provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been contained herein.

The Undersigned understands that a summer season pass is a privilege that may be revoked or suspended at any time due to inappropriate behavior. Bogus Basin, at its sole discretion, will determine the length of the summer season based upon certain variables, including health/safety concerns. The Undersigned understands that such variables may include a restriction on the number of individuals at Bogus Basin at any given time based on health and/or safety concerns, and that such restrictions may impact the Participant's use of the summer season pass. In consideration for allowing the Participant to use the Bogus Basin area, including chairlifts and facilities, the Undersigned agrees to RELEASE Bogus Basin from any and all liability and/or claims stemming from the use of the Participant's image while using Bogus Basin.

Blanket Consent Form for Health Care Services for Minor

Providing blanket consent is optional and may, instead, be given on a case-by-case basis. Blanket consent may be withdrawn by a parent at any time.

The undersigned (which may include a biological parent, an adoptive parent and/or an individual with exclusive right and authority over the welfare of the minor) understands that Bogus Basin may furnish health care services, including but not limited to, transportation of minor to a facility where health care services can be provided at no expense to Bogus Basin. The undersigned hereby provides a **blanket consent** to allow Bogus Basin to furnish

health care services to the minor. The undersigned understands that the furnishing of health care services is in no way an admission or an assumption of liability on the part of Bogus Basin, its officers, agents or employees.

EACH INDIVIDUAL WHO PURCHASES AND/OR USES THE SUMMER SEASON PASS ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND WILL ABIDE BY ALL BOGUS BASIN'S POLICIES/RULES GOVERNING THE PARTICIPATION IN THE ACTIVITIES AND/OR THE USE OF ANY BOGUS BASIN CHAIRLIFT AND/OR FACILITIES. IN THE EVENT THAT AN ADULT (AN INDIVIDUAL WHO IS AGE 18 OR OLDER) PURCHASES A SEASON PASS FOR A MINOR(S) AND/OR ANOTHER ADULT(S), THE PURCHASING ADULT AGREES THAT HE/SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID MINOR(S) AND/OR ADULT(S). THE PURCHASING ADULT AGREES TO DEFEND/INDEMNIFY BOGUS BASIN IN THE EVENT THAT HIS/HER AUTHORITY TO BIND THE MINOR(S) AND/OR ADULT(S) IS CHALLENGED.