

TAMARACK RESORT

RECREATIONAL/COMPETITION ACTIVITY WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is participating in, assisting with and/or competing in one or more of the following: running, jogging, hiking, walking, skateboarding, inline skating, skiing, snowboarding, mountain climbing, mountain biking, kayaking, lake kayaking, fishing, swimming, archery, birdwatching, canoeing or any other recreational, competitive or outdoors activity (each, hereinafter an "ACTIVITY") at any of the facilities or on any of the slopes, trails, hills, mountains, roads, arenas, venues or other portions of the property of TAMARACK RESORT (the "RESORT") 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 agree and understand that the ACTIVITY can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. **THE UNDERSIGNED are advised, and hereby agree and acknowledge, that there are certain specific risks and hazards associated with PARTICIPANT'S involvement in an ACTIVITY. These risks include, but are not limited to, the following: uneven, varying or rugged terrain, changing weather conditions, use of equipment and ropes, risks associated with use of chair lifts, equipment failure, improper use of equipment, slipping, falling, use of hooks, surface and environmental conditions, drowning, changing water currents and conditions, changing weather conditions, hidden underwater obstacles, exposure, overturning, transportation to and from any area where PARTICIPANT is engaging in the ACTIVITY, slipping, falling, varying surfaces of the climbing area, falling rocks and debris, rocks of various sizes, uneven and/or slippery trail conditions, varying slopes, bumps, stumps, forest growth, wet surfaces, holes and potholes, downed timber, debris, bikes, vehicles, wild animals, strenuous activity, terrain park use, varying surface and paved conditions, hills, debris, loose gravel and dirt, vehicles, bicycles, pedestrians, being struck by golf balls, natural and manmade obstacles or hazards, ramps, jumps, and other skate park features, and all other hazards and risks inherent to each respective ACTIVITY. PARTICIPANT recognizes that injuries are a common and ordinary occurrence of each ACTIVITY. RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

3. PARTICIPANT agrees not to engage in any element of an ACTIVITY in an area other than the area specifically designated for use in connection with such ACTIVITY pursuant to: (a) any map, chart or other graphic illustration as provided to the PARTICIPANT by an employee, agent or licensee of the RESORT; or (b) any signage or other similar marking, including but not limited to, direction signage and the placement of flags, stakes, pylons or other similar objects. PARTICIPANT acknowledges that engaging in the ACTIVITY in an area not specifically designated for such ACTIVITY (a "NON-DESIGNATED AREA") is inherently dangerous, and that the RELEASED PARTIES (as defined below) are not liable for any injury or damage to PARTICIPANT or any other person for damages resulting from or in any way related to PARTICIPANT'S presence in a NON-DESIGNATED AREA. THE UNDERSIGNED understands and agrees that PARTICIPANT shall be responsible to reimburse any RELEASED PARTY for costs expended in connection with a search, rescue or recovery of PARTICIPANT in connection with PARTICIPANT engaging in the ACTIVITY in a NON-DESIGNATED AREA. THE UNDERSIGNED understand and agree that PARTICIPANT'S engaging in the ACTIVITY in a NON-DESIGNATED AREA may result in environmental harm or damage to the RESORT or other property and may subject the PARTICIPANT to criminal or civil prosecution under applicable environmental laws. THE UNDERSIGNED understands and agrees that PARTICIPANT shall indemnify and hold harmless each RELEASED PARTY from, and shall be responsible to reimburse any RELEASED PARTY for, all costs expended in connection with or claims arising out of such environmental harm or damage related to PARTICIPANT'S actions.

4. If the ACTIVITY involves an organized competition or other event (an "EVENT"), THE UNDERSIGNED acknowledge and agree that: (a) as a competitor in an EVENT, PARTICIPANT is a competitor at all times, whether practicing for competition or in competition; (b) PARTICIPANT has been informed and understands all

rules and regulations of participating in the EVENT; (c) equipment used in preparation for the EVENT may be encountered at any time; (d) PARTICIPANT has the opportunity to inspect the EVENT course prior to participating in the EVENT; (e) PARTICIPANT **assumes the risk of all course conditions**, including but not limited to course construction or layout and obstacles; and (f) PARTICIPANT may be sharing facilities at the RESORT and other venues related to the EVENT with people directly involved and/or not directly involved in the EVENT. **RECOGNIZING ALL THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.**

5. In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY**, TAMARACK RESORT, its affiliated organizations and companies, the State of Idaho, the Idaho State Board of Land Commissioners, and all their respective insurance carriers, agents, agencies, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR 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 ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE ANY RELEASED PARTY** and agree **that they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY.** THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

6. The UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care related to the EVENT. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.**

7. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the RESORT facilities, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be **GOVERNED BY IDAHO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **IDAHO DISTRICT COURT in and for the county where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF IDAHO.**

8. In the case of a minor PARTICIPANT, each of THE UNDERSIGNED, as parents or legal guardians, acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT, and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor PARTICIPANT, THE UNDERSIGNED understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** Each of THE UNDERSIGNED, as parents or legal guardians, agrees that but for the foregoing, the minor would not be permitted to participate in the ACTIVITY.

9. By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, and, if signing as the parent or guardian of a minor PARTICIPANT, THE UNDERSIGNED represent that he/she is the **legal** parent or guardian of the minor PARTICIPANT.

10. THE UNDERSIGNED agree and understand that this release is applicable to each and every day, and every portion of any day in which PARTICIPANT participates in the ACTIVITY.

