

1 **GENERAL RELEASE AND ASSUMPTION OF LIABILITY FOR PARTICIPANTS**

2 **Name of Activity:**

3
4 **SKI WITH A PATROLLER (S.W.A.P.)**

5 **and/or**

6 **SKI PATROL or MOUNTAIN HOST SKI or SNOWBOARD**
7 **SKILLS EVALUATION and CANDIDATE TRAINING**

8
9 **In consideration of being allowed to participate, in any way, in Bogus Basin Ski Patrol Activities at**
10 **Bogus Basin Mountain Recreation Area, the undersigned agrees to the following:**

11 This document (the "Release") constitutes your waiver and release of any and all claims against the Bogus
12 Basin Ski Patrol ("BBSP"), the National Ski Patrol ("NSP") and the Bogus Basin Mountain Recreation
13 Area ("BBMRA") and contains certain representations from you regarding your health and physical
14 condition to participate in this Activity, which the BBSP, NSP and BBMRA rely on in allowing your
15 participation.

16 The undersigned, who is at least 18 years of age, or the parent or guardian if the participant is under 18
17 years of age, desires to volunteer and participate (in any capacity) in the Activity. The Activity is for
18 members, candidates and guests of the NSP, BBSP and its other affiliates or subdivisions collectively and
19 in cooperation with the BBMRA, its directors, officers, agents, representative administrators, volunteers
20 and employees (collectively "Ski Area") to learn, practice or be evaluated on skills and/or to gain training
21 and knowledge relevant to various skiing sports and ski patrolling, and in some instances to attain
22 classifications or recognition according to the educational and training guidelines of the NSP and BBSP.

23 I am aware that Alpine skiing, Nordic skiing and snowboarding sports (collectively "Skiing"), in any of
24 their forms, are inherently dangerous activities involving many risks of injury to any and all parts of my
25 body and even the risk of death. These dangers can be caused or created by many factors, which include,
26 but are not limited to, terrain (both on prepared or groomed ski runs and off designated ski runs on areas
27 not prepared, maintained or groomed), weather, natural obstacles, man-made obstacles, human error,
28 variable snow conditions, avalanches, ski lifts, on-mountain vehicles, and other members of the public. I
29 understand that injuries or even death from Skiing are known and recognized occurrences from
30 participation in the sport, and I freely accept and assume all risks of injury or death that might result of
31 my participation in Skiing or this Activity.

32 I am also aware that the activity known as Ski Patrolling may increase the inherent risks of Skiing to me
33 both as a participant and as an observer. Ski Patrollers voluntarily provide aid to injured or incapacitated
34 persons in the outdoor environment and engage in other tasks and activities to assist the Ski Area and to
35 help make Skiing safer and more enjoyable for the public ("Ski Patrol Activities"). Ski Patrol Activities
36 may occur under circumstances where the activity or task is dangerous to me. Training for Ski Patrol
37 Activities is also inherently dangerous and may also increase the risks of Skiing for me. I may be asked
38 by BBSP or the Ski Area to demonstrate Ski Patrol Activities through the performance of various tasks
39 and skills, the use of various equipment and devices, and all under various conditions. The members of
40 the BBSP and the employees of the Ski Area are not professional instructors in Ski Patrol Activities.
41 Individual members of the BBSP or persons assisting them may offer advice regarding Ski Patrol
42 Activities based upon their training, background and experience. I represent that I will use my own
43 judgment when demonstrating the requested Skiing or Ski Patrol Activities.

44 I will also rely solely on my judgment regarding my personal safety and ability with regard to the terrain,
45 circumstances and conditions in which I am asked to demonstrate or perform Skiing or Ski Patrol
46 Activities by BBSP or the Ski Area. I also clearly understand that, at any time during Skiing or Ski Patrol

47 Activities, I should and am expected to decline to perform any Skiing or Ski Patrol Activities, if and when
48 I believe that I may be in an unsafe situation or subject to possible injury or death if I proceed.

49 By signing this document, I hereby certify and represent that I am in good health, in good physical
50 condition and capable of performing Ski Patrol Activities. I have disclosed to the leaders of this Activity
51 all known physical or psychological limitations that would prevent my full participation in Skiing and Ski
52 Patrol Activities or increase the risk of injury or death to me or to other participants in this Activity.

53 I acknowledge that BBSP, NSP and BBMRA strongly urge me to have my own medical and disability
54 insurance to pay for any and all of my expenses and losses if I am injured during the Activity. I
55 understand that BBSP, NSP and BBMRA do not provide any medical or other insurance for me if I am
56 injured, disabled, or if my death occurs during this Activity.

57 As a requirement of participating in the Activity and in consideration of the opportunity to participate in
58 this Activity, I voluntarily and expressly waive, release and forever discharge my rights, if any, to make
59 any claims, suits, or demands for money, damages, costs, expenses, reimbursements or indemnity, of any
60 kind or nature whatsoever, whether in law or equity, which I may have, have had, or may have in the
61 future, arising out of or connected in any way with the Activity, Skiing and Ski Patrol Activities for
62 injuries, death or damages, even if caused by active or passive negligence (collectively "Claims") in any
63 state or federal court or other forum against the NSP, BBSP or the BBMRA Ski Area. I knowingly and
64 willingly assume all risks associated with my participation in this Activity, Skiing and Ski Patrol
65 Activities. I further acknowledge that my acceptance and continued membership with BBSP will be
66 governed by the bylaws of NSP, BBSP or BBMRA Ski Area management requests.

67 **I have read and understand the foregoing. I further understand, on behalf of myself, my family
68 and my legal heirs and representatives, and anyone claiming by or through me, that by acceptance
69 and signing of this two page document I am waiving my legal rights, for myself and my family and
70 heirs, to make any Claim, or to sue and/or to recover for my injury or death that may be related to
71 my participation in the Activity, Skiing or Ski Patrol Activities. This Release shall be governed by
72 the laws of the State of Idaho. If any part of this Release is determined by a Court to be void or
73 unenforceable, all other parts shall remain in full force and effect.**

74
75 **Participant's Name** _____ **Email:** _____

76 Address: _____ Phone (____) _____ - _____

77 City _____ State _____ Zip: _____ Date of Birth _____

78

79 Emergency Contact: _____
80 Name Phone Relationship

81

82

83 **Signature of Participant or Legal Guardian (if under 18)** _____ **Date** _____

84

85

86 **Printed Name of Legal Guardian (if applicable)** _____ **Relationship** _____

87

88 **Witnessed by:** _____
89 Signature Print Name

90

Completed Form is to be placed in Volunteer Patrol Director's mail slot at BBSP Patrol Aid Room