

**RELEASE OF LIABILITY HOLD HARMLESS AND INDEMNITY
(I Will Not Sue)**

We _____ and _____
(Participant's name)

_____ know that winter sports activities, including but not limited
(Participant's parent/guardian)
to skiing, snowboarding, snow tubing, snow biking and snowblading, carry significant risks of serious personal injury, death or property damage. We acknowledge that various features involved in terrain park activities enhance and increase all of these risks. We also know that there are natural, mechanical and environmental conditions and risks, associated with winter sports activities, which independently or in combination with participant's actions may cause severe or even fatal injuries to participant or others. We agree that participant alone is responsible for their safety while participating in winter sports activities. We acknowledge that Boyne USA and the BOYNE Student Freeride Program, its members and their employees and any agents, representatives, officers, directors, or affiliates of any person or entity associated with them are not responsible for participant's safety. We specifically RELEASE and DISCHARGE in advance, those parties from any liability whether known or unknown, even that liability which may arise out of negligence or carelessness on the part of persons or entities mentioned above. We agree to accept all responsibility for the risks, conditions and hazards which may occur whether they now be known or unknown.

Being fully aware of the risks, conditions and hazards of winter sports activities, we HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE any and all claims for damages for death, personal injury or property damage which we (participant and parent/guardian in behalf of a minor for whom this is given) may have or which may hereafter accrue as a result of any participation in winter sports activities, against any person or entity identified above whether such injury or damage was foreseeable or not, including any such claims regarding facility design or any features which may be contained in a terrain park or maintenance or the design or the condition of any equipment utilized by participant while engaged in winter sports activities.

We further agree to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from participant's participating in winter sports activities.

We have been given an opportunity to inspect the area facilities and terrain parks and agree to accept the conditions as they exist. We agree that participant will accept and abide by the BOYNE Student Freeride Program Guidelines. This Acknowledgement & Assumption of Risk and Waiver & Release from Liability shall be binding upon our heirs and assigns.

WE HAVE READ THE ABOVE TERMS OF THIS CONTRACT, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM. WE, THE UNDERSIGNED PARTICIPANT AND PARENT/GUARDIAN IN BEHALF OF ANY MINOR, ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTAND THE ABOVE CONTRACT.

DATE: _____ SIGNATURE: _____
(Signature of Participant)

PRINT NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____

ZIP CODE: _____ HOME PHONE: _____

DATE: _____ SIGNATURE _____
(Signature of Parent/Guardian)