

RELEASE OF LIABILITY
AND INDEMNIFICATION AGREEMENT

I wish to participate myself or have a minor participate in SKIBACS activities, including the SKIBACS SKI AND SNOWBOARD SCHOOL (hereinafter collectively referred to as "SKIBACS"). In consideration for the right to participate in SKIBACS activities, I acknowledge and agree as follows:

1. I am aware that SKIBACS is an employee recreation club sponsored by The Boeing Company. I acknowledge that participation in SKIBACS activities is entirely voluntary and unrelated to my or any relative's employment or job duties. The term "SKIBACS activities" means any activity organized or conducted by SKIBACS or for which SKIBACS is otherwise responsible, including any transportation for which SKIBACS is responsible. The term "the Ski Area" as used herein means any person or entity that owns, operates or permits SKIBACS to use a winter sports area or skiing related facilities for SKIBACS activities. This includes Boyne USA Inc., or any of its owners, officers, agents or subsidiaries, including but not limited to, Ski Lifts, Inc. and the U.S. Government or any of (their/its) employees, agents contractors, subsidiaries, officers.
2. I am aware that skiing and/or snowboarding is a hazardous sport and that SKIBACS activities involve risks and dangers, including the risk of serious injury or death. I certify that I am aware of and accept full responsibility for all of the risks involved in SKIBACS activities, including but not limited to the risks inherent in skiing and/or snowboarding and in the ski area/mountain environment, whether caused by weather conditions, snow or terrain conditions, the forces of nature, the hazards of travel or transportation to and from mountainous areas, inexperience, the actions or **negligence** of SKIBACS members or participants, or any other persons, or accidents or illness in remote areas without medical facilities.
3. I accept my responsibility and the responsibility of any minor for whom I am signing this Agreement to ski and/or snowboard safely at all times, to abide by the Skier Responsibility Code, to obey all posted behavior notices and any other ski area rules and policies and to adhere to any rules, policies and instructions provided by SKIBACS. I acknowledge that I am responsible for any equipment that I, or any minor I am signing this Agreement for, use while skiing and/or snowboarding and accept full responsibility for the condition of such equipment and any risks or dangers caused by such equipment.
4. I hereby grant permission to the **Releasees** to use my and/or child's image(s), picture or other likeness(es), (collectively, "image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.
5. I AGREE TO RELEASE, FOREVER DISCHARGE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SKIBACS, THE BOEING COMPANY, AND THEIR RESPECTIVE DIRECTORS, TECHNICAL DIRECTORS, OFFICES, INSTRUCTORS, MEMBERS, EMPLOYEES, AND AGENTS, AND BOYNE USA INC., OR ANY OF ITS OWNERS, OFFICERS, AGENTS, OR SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO, SKI LIFTS INC., AND THE US GOVERNMENT OR ANY OF (THEIR/ITS) EMPLOYEES, AGENTS CONTRACTORS, SIBSIDIARIES, OFFICERS ("RELEASED PARTIES") DIRECTORS, OWNERS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, INSURERS, AND REAL AND PERSONAL PROPERTY OWNERS, AS WELL AS EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, AND ALL EVENT SPONSORS (HEREINAFTER "RELEASEES") OF AND FROM ANY AND ALL LIABILITY, CLAIMS, LIENS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, COST, DAMAGE OR INJURY, INCLUDING DEATH, OF ANY PERSON OR DAMAGE TO PROPERTY OF ANY KIND RELATED IN ANY WAY TO THE PROGRAM'S OPERATIONS OR THE ERRORS OR OMISSIONS OF THE PROGRAM, ITS AGENTS, SUBCONTRACTORS, VOLUNTEERS, OR ANY OTHER PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANY OF THEM, WHILE ENGAGED IN ANY ACTIVITY ASSOCIATED WITH THIS AGREEMENT, WHETHER CONTRACTUALLY OR OTHERWISE.
6. If I am signing on behalf of a minor, I acknowledge that I am releasing and indemnifying against any and all claims that I may have as the minor's parent or legal guardian, whether or not the release of the minor's own claims is found to be enforceable under the applicable law. In the event that the release of the minor's own claims is held not to be enforceable, I AGREE TO ACCEPT FULL RESPONSIBILITY FOR ANY SUCH CLAIM OF THE MINOR AND TO HOLD HARMLESS, INDEMNIFY AND DEFEND SKIBACS, the Ski Area and The Boeing Company, and their respective directors, technical directors, officers, instructors, members, employees, and agents, FROM ANY AND ALL CLAIMS BY OR ON

BEHALF OF THE MINOR ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN ANY SKIBACS ACTIVITIES BY MYSELF OR ANY MINOR FOR WHOM I AM SIGNING THIS AGREEMENT AS WELL AS ANY COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN CONNECTION WITH SUCH CLAIMS.

7. I ACKNOWLEDGE THAT THE RELEASE AND INDEMNITY PROVISIONS IN PARAGRAPHS 4 AND 5 APPLY TO ALL CLAIMS FOR INJURY OR DAMAGE RESULTING FROM ANY CAUSE, INCLUDING THE **NEGLIGENCE** OF ANY PARTY RELEASED HEREIN. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING ON ALL FAMILY MEMBERS, INCLUDING MINORS, GUARDIANS, HEIRS AND ANY EXECUTOR OR PERSONAL REPRESENTATIVE.

8. I agree that this Agreement should be enforced to the full extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the applicable law, the remainder of the Agreement shall be enforced. The release and indemnification provisions of this Agreement do not apply to reckless or intentional acts unless permitted by the applicable law.

9. If I am signing this Agreement as an adult participant, I state that I am 18 years of age or older and legally competent to sign this Release of Liability and Indemnification Agreement. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE I SIGNED IT.

10. If I am signing this Agreement for a minor participant (parents or legal guardians must sign for all persons under 18 years of age), I state that I am the parent or legal guardian of the minor participant signing this Release of Liability and Indemnification Agreement and that I am legally competent to sign this Agreement on behalf of the minor. I have discussed with the minor the risks and responsibilities of participating in SKIBACS activities and represent that the minor is sufficiently mature to understand the responsibility to ski and/or snowboard safely and to abide by the rules, policies and instructions of the Ski Area, and SKIBACS. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE I SIGNED IT.

_____ Day of Lesson: Wed. Thur. Frid. Sat. Sun.
Participant's Name (printed) (Circle one)

Address: Street City State zip

Participant's Signature (if age 12 or older) Birth Date Date Signed

Parent/Legal Guardian Signature (for all participants under age 18) Date Signed

Name of SKIBACS sponsor of Guest

BEMS ID# of Member