

Waiver and Release of Liability

In consideration of JUG MOUNTAIN RANCH LLC furnishing services, access, facilities and/or equipment that enable me to participate in outdoor recreational activities that includes skiing, snowboarding, snowshoeing, hiking, snowmobiling, mountain biking, mountain tours by all-terrain vehicles, sightseeing, fishing, golfing, transport in Jug Mountain Ranch automobiles, water sports or any other activities offered by JUG MOUNTAIN RANCH LLC, I agree as follows:

- 1) I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of equipment, facilities, vehicles, access routes, and services (collectively, "equipment or services and my participation in activities, (b) my participation in such activities and/or use of such equipment or services may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks, and dangers may be caused by the negligence of the participants, the negligence of others, accidents, breach of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide or employee decision-making, terrain, weather, snow hazards, avalanche hazards, avalanche burial causing serious injury or death, and other hazards and dangers that are integral to recreational activities that take place in outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment services. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of JUG MOUNTAIN RANCH LLC or by any other person. INITIAL _____
- 2). I, on behalf of myself my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, bond harmless, defend and indemnify JUG MOUNTAIN RANCH LLC and its owners, agents, officers and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or from other damage or injury that otherwise may arise out of my use of any equipment or services of my participation in activities using such equipment or services. I specifically understand that I am releasing, discharging and waiving claims or actions that I may have now, or in the future, for a negligent act or other conduct by the owners, agents, officers or employees of JUG MOUNTAIN RANCH LLC. INITIAL _____
- 3) The laws of Idaho shall control "any dispute that may arise out of this agreement or otherwise between the parties with which Jug Mountain Ranch LLC or its agents, officers or employees is a party, and the venue for such action shall reside in Valley County, Idaho. INITIAL _____

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT AGREE AND INTEND TO EXEMPT AND RELIEVE JUG MOUNTAIN RANCH, LLC, ITS AGENTS AND EMPLOYEES, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name {print): _____

Signature: _____

(signature of parent or guardian if under the age of 18)