PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Friends of The Bridgeport Avalanche Center & The Bridgeport Avalanche Center, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FOBAC & BAC"), I hereby agree to release, indemnify, and discharge FOBAC/BAC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in snowmobile avalanche education classes and snowmobile activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: hidden obstacles by snow including crevasses, ice and snow cornices, tree stumps, creeks, rocks and boulders; riding on uneven snow covered terrain; changing snow conditions and variations in elevations; loss of control of the snowmobile; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; snowmobiles are slippery when wet and accident can occur while getting on and off; pinches, bruises, abrasions, strains, burns, cuts and lacerations; major injuries are a risk as are musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; the negligence of participants, or other persons who may be present; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; snow conditions may cause avalanches; exposure to temperature and weather extremes which could cause hypothermia, frostbite, frostnip, hypoxia, sunburn, or dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; transmissible pathogen or disease; further, passengers can be thrown off the machine which can result in any of the above events occurring; equipment failure or operator error; my own physical condition, and the physical exertion associated with this activity. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available

Furthermore, FOBAC & BAC personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FOBAC/BAC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FOBAC/BAC's equipment or facilities, **including any such claims which allege negligent acts or omissions of FOBAC & BAC**.

4. Should FOBAC/BAC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FOBAC/BAC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Print Name_____ DOB_____ Phone Number_____

Address_____ City_____State_____ Zip_____

Email _____

Print Name of Participant _____ Date _____

☐ **By checking this box, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FOBAC/BAC on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at FOBAC/BAC. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of the following minor(s): _____ (print name(s)) being permitted by _____ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FOBAC/BAC from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s)

Parent or Guardian Name _____ Date _____