AUBURN SKI CLUB TRAINING CENTER Donner Summit, USA

WAIVER AND RELEASE
Auburn Ski Club Associates, Inc.
Auburn Ski Club, Inc. Training Center

I/We, the undersigned, and/or parent or legal guardian of a minor, desiring to participate in the Alpine and Nordic programs of the Auburn Ski Club Associates, Inc. ("Associates") hereby acknowledge that the use by myself (each undersigned adult participant) or my/our minor child(ren) of the facilities, equipment or programs of Associates at the Auburn Ski Club Training Center, Boreal Mountain Resort, Alpine Meadows Ski Area, Northstar at Tahoe and other ski areas is permissive only and is subject to the terms of this Release. The facility and other properties utilized by the Associates are owned by a separate corporation, namely Auburn Ski Club, Inc. ("ASC"), and the waivers and releases given pursuant to this Agreement extend to, and are for the benefit of, the Associates, ASC and the other Released Parties that are identified below. This Agreement contains the entire agreement and understanding between the Released Parties and the undersigned concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral.

I/We acknowledge that the sport of skiing, both Nordic and Alpine, biathlon, snowboarding, orienteering, ski jumping, ski racing, terrain park activities and other related events and activities hosted by Associates, ASC, and/or the Training Center (including, without limitation, weight training, off-snow physical fitness conditioning, fitness testing and the discharge of firearms in connection with biathlon programs) are action sports and related activities which carry a significant risk of personal injury and even death. I/We hereby assume those risks, from all factors, known or unknown to me/us. The action sports and related activities referenced herein, together with free-skiing, non-competitive skiing, and non-competitive snowboarding undertaken in connection with competitive and formal training activities hosted by Associates, ASC and/or the Training Center are collectively referred to as "Sports Activities". Without limiting the foregoing, I/we acknowledge that:

1. The Sports Activities are hazardous activities and I/we have made a voluntary choice to participate in those Sports Activities despite the risks. I/We also acknowledge and agree that this Waiver and Release is intended to extend to and include not only natural and man made obstacles or hazards, surface and environmental conditions, and risks inherent in my/our participation and the participation of others in the Sports Activities, including ice, poor visibility, cold or freezing conditions, conduct, variations in terrain, moguls, forest growth, rocks and debris, lift towers and other obstacles, as well as the risks of collision with other skiers/riders and of the failure of skiers/riders to ski within their own ability. I/We have been given an opportunity to visually inspect the cross-country trails and/or race course, Training Center facilities, and the ski areas owned or operated by the Released Parties. I/We hereby assume and accept the risk of all natural and man made conditions at those ski areas and facilities;

2. The aforementioned risks, alone and in combination with my/our actions, the actions of other skiers/riders, or actions of my/our minor child(ren) can cause severe or possibly even fatal injury to myself, my/our child(ren) or others. I/We acknowledge that I/we, or my/our minor child(ren), as participants or users of the ASC/Associates facilities and property, understand and assume and accept these risks and hazards whether known or unknown.

Having read and understood the foregoing, on behalf of myself(each undersigned adult participant), and my/our minor child(ren) (if applicable), I/we hereby waive any and all claims, demands, liabilities and recourse against the Associates; ASC; Boreal Ridge Corporation; Powdr Corporation; Alpine Meadows Ski Area, Northstar at Tahoe, Booth Creek Holdings, Inc., United States Ski Association; Far West Skiing Alpine; Far West Nordic Ski Education Association; United States Forest Service; all sponsors and the agents, agencies, affiliates, members, officers, competition officials, volunteers, directors and employees of all the above organizations (Collectively, the "Released Parties") arising out of or relating to wrongful death, personal injury or property damage suffered by an undersigned adult participant or my/our child(ren) from participation in any happening, Sports Activities in any way related to the ASC/Associates Nordic and Alpine programs and any and all training center activities, events or programs. WITHOUT LIMITING THE FOREGOING, IT IS MY/OUR INTENTION THAT THIS WAIVER AND RELEASE EXTEND TO AND INCLUDE CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OF ANY RELEASED PARTY TO THE FULLEST EXTENT ALLOWED BY LAW.

I/We understand this is a RELEASE OF LIABILITY that is valid FOREVER, which will prevent me/us, my/our child(ren), or my/our heirs from filing suit or making any claim for damages in the event of injury or death to an undersigned adult participant or my/our child(ren). Additionally, in the event I/we file or, my child(ren), or my legal representative files a claim or lawsuit arising out of participation in Sports Activities in any way related to the released parties or the facilities of the released parties, I/WE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, for any damages, attorneys' fees or costs arising out of such a claim or lawsuit. With the aforesaid fully understood I/we nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon each of the undersigned adult participants, my/our child(ren), my/our heirs, assigns and legal representatives.

I/we are signing this waiver and release form with the full knowledge of California Civil Code Section 1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The provisions of this statute are hereby waived. By signing below, I/we are indicating acceptance of this waiver and release, and I/we are representing that the undersigned adult participants or my/our minor child(ren) are in sufficiently good physical condition to participate in the programs and activities of the Associates without jeopardizing our health and have not been advised otherwise by a qualified medical person that and undersigned adult participant or my/our minor child(ren) cannot participate.

I/We agree that if any action is initiated with respect to the enforceability, validity or interpretation of this Agreement that action will be brought in a Court of competent jurisdiction in the County of Placer, State of California. Any disputes will be subject to and determined under the laws of the State of California. The invalidity of any provision or portion thereof of this Agreement shall not affect the validity or enforceability of any other provision.

THIS SECTION TO BE COMPLETED BY PARTICIPANTS AGE 18 AND OVER
BY SIGNING BELOW I ACKNOWLEDGE I'VE READ PAGE ONE AND PAGE TWO OF THIS WAIVER AND RELEASE

Name of participant if over age 18, (print) _____Date:____/____/_____ Time:_____

Signature of participant if over age 18, _____

Name of participant if over age 18, (print) _____Date:_____/_____/_____ Time:_____

Signature of participant if over age 18, _____

THIS SECTION TO BE COMPLETE ON BEHALF OF MINORS UNDER THE AGE OF 18
BY SIGNING BELOW I ACKNOWLEDGE I'VE READ PAGE ONE AND PAGE TWO OF THIS WAIVER AND RELEASE

Minor participant name (print): _____ DOB: _____/_____/_____

Minor participant name (print): _____ DOB: _____/_____/_____

Minor participant name (print): _____ DOB: _____/_____/_____

Minor participant name (print): _____ DOB: _____/_____/_____

Minor participant name (print): _____ DOB: _____/_____/_____

Signature of parent or legal guardian: _____ Date:_____/____/____ Time: _____

Relationship to minor(s): _____