

STEAMBOAT GULCH SLEDDING & TUBING HILL

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT READ CAREFULLY BEFORE SIGNING

This Release of Liability, Waiver of Claims, and Assumption of Risk Agreement (the "Release") is a binding legal document that applies to any individual who uses the sledding and tubing hill and/or rents equipment from Steamboat Gulch, including any minors under their supervision. By signing this document, the participant and/or the legal guardian of any participating minor acknowledges the inherent risks of sledding and tubing activities and agrees to release all liability as specified below.

1. Acknowledgment of Risk

I understand and acknowledge that participation in sledding, tubing, or related activities (the "Activities") at Steamboat Gulch may result in serious injury, permanent disability, or death. The terrain may include steep hills, ice, trees, rocks, and other natural and manmade obstacles. While safety precautions are in place, risks cannot be fully eliminated, and I assume all responsibility for any potential injuries or damages.

2. Agreement Not to Sue

I agree, on behalf of myself, my heirs, assigns, and any minor children for whom I am signing, that I will not file a lawsuit or make any legal claims against any of the following parties in connection with any injury, damage, or loss that I or any minor children under my supervision may experience:

- Steamboat Gulch and its owners, managers, employees, volunteers, representatives, and agents.
- The State of Idaho, the Idaho Board of Land Commissioners, and the Idaho Department of Lands, including their officers, agents, and representatives.

3. Release of Liability

I hereby release, waive, and discharge Steamboat Gulch, the State of Idaho, the Idaho Board of Land Commissioners, and the Idaho Department of Lands, including all their officers, employees, and agents, from all liability for any injuries, damages, or death that may occur due to negligence, unforeseen incidents, accidents, or any other event associated with the Activities. I accept and assume all responsibility for any injury or damage to myself or my property.

4. Indemnification

I agree to indemnify, defend, and hold harmless Steamboat Gulch, the State of Idaho, the Idaho Board of Land Commissioners, and the Idaho Department of Lands, along with their officers, employees, and agents, from any claims, actions, liabilities, costs, or expenses (including attorneys' fees) resulting from any injury, loss, or damage incurred as a result of my or my child's participation in the Activities.

5. Minors

As an adult participant, I certify that I am responsible for the safety and well-being of any minors under my supervision. I further agree that by signing on behalf of any minors, I am accepting full responsibility for their actions and any injuries, damages, or incidents that may occur as a result of their participation in the Activities.

6. Equipment Rental and Use of Personal Equipment

I understand that I may rent sleds or other equipment from Steamboat Gulch, but the Release applies equally whether I am using rented equipment or personal equipment. I accept full responsibility for any injury or damage that may occur as a result of my or my child's use of any equipment.

7. Assumption of Risk

I acknowledge and understand that sledding and tubing involve significant risks and that I voluntarily choose to participate or allow minors under my supervision to participate, assuming all risk of injury, disability, or death. I understand that failure to follow posted signs, instructions from staff, or engage in safe conduct may increase these risks, but even with safe conduct, injuries or accidents may still occur.

8. Severability

If any part of this Release is found to be invalid, unenforceable, or void, the remaining provisions shall continue in full force and effect.

9. Governing Law

This Release shall be governed by and interpreted in accordance with the laws of the State of Idaho. Any disputes arising from participation in the Activities or from this Release shall be resolved within the jurisdiction of Idaho courts.

10. Acknowledgment of Understanding

By signing below, I acknowledge that I have carefully read this Release, understand its contents, and agree to be bound by its terms. I am aware that this is a legally binding document that limits my ability to bring future claims against the released parties.

Participant Information:

Name of Participant: _____ Signature of Participant (if 18 or older): _____ Date _____

For Participants Under 18:

Name of Minor(s) (if explicitly listed): _____

I certify that I am the legal guardian of the minor(s) named above and that I am responsible for their actions during the Activities. I understand and agree that I am also responsible for any other minors under my supervision who participate, regardless of whether their names are explicitly listed on this form.

Signature of Legal Guardian: _____ Date: _____