

SIERRA AT TAHOE WILD MOUNTAIN LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING – THIS DOCUMENT LIMITS OUR LIABILITY

I expressly consent to the participation of the minor listed on this form in Sierra At Tahoe's Wild Mountain Children's Center, Ski and Snowboard Camp programs. Participation includes, but is not limited to skiing, snowboarding, snowplay, snow tubing, child friendly freestyle terrain, children's fun races, transport to Thunder Gulch via snowmobile train, and other recreational activities at Sierra At Tahoe.

I agree to abide by the Rules and Policies of the Ski/Snowboard School or Camp. I accept **AS IS** any equipment provided to the enrollee. I will be responsible for the replacement, at full retail value, of any equipment not returned, or damaged beyond repair. I have made no misrepresentations to the ski shop concerning the enrollee's height, weight, age, or skier type.

I hereby grant exclusive permission to Sierra At Tahoe and their respective agents, clients, and assigns to use my child(ren)'s image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency, duration or medium.

It is recommended that participants in the program wear a helmet, either the resorts, or their own. I understand that a helmet is available for my child(ren) while in the program and agree that they will wear it at all times while in the program. I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee the safety of my child(ren) and may not prevent or reduce some types of serious injuries or death. I have confirmed that the fit and sizing has been done in accordance with the available measuring devices. I have received instruction in its use, in addition to these written ones, and the fit is snug, yet comfortable. I understand and agree that in order to function properly, the chin strap must be buckled at all times while engaged in snow sports activities. I further understand that at speeds greater than 13 miles per hour, the helmet may not provide adequate protection against a serious head injury, if the head directly contacts a fixed object.

I further consent to allow the participating minor to be transferred from this program to the day care facility if, at the discretion of the staff, participant is encountering difficulties with the program.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding and cross country-skiing the binding system will not ordinarily release during use. These binding systems are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, the use of lifts and other recreational activities involve inherent danger and other risks of **INJURY AND DEATH**. ***I voluntarily agree to expressly accept and assume, for myself and on behalf of my child(ren) all risks of injury or death*** that may result from skiing/snowboarding, is in any way related to participation in these programs, or any other activity at Sierra At Tahoe.

I AGREE TO RELEASE Sierra At Tahoe, Inc., their parent, subsidiary and affiliated companies, real and personal property owners, successors-in-interest and assigns, shops, employees, agents, officers, directors, and any person or entity connected with these programs, and any equipment manufacturers and distributors (collectively "Providers"), ***from all liability for injury, death and property loss and damage that results from participation in the sport of skiing/snowboarding, is in any way related to participation in these programs, or is related to any other activity at Sierra At Tahoe including all liability which results from NEGLIGENCE OF PROVIDERS, or any other person or cause.***

I further agree to defend and indemnify PROVIDERS for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in the sport of skiing/snowboarding, is in any way related to participation in these programs, or is related to any other activity at Sierra At Tahoe.

I authorize PROVIDERS to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by PROVIDERS. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child, at my expense. I agree that upon transporting my child to any medical facility, clinic or hospital, that the responsibility of the PROVIDERS shall be totally fulfilled and the PROVIDERS shall have no further responsibility. I understand that PROVIDERS will, to the best of their ability, attempt to notify me as soon as possible in the event of an emergency.

I acknowledge the applicable laws of the State of California govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the courts in El Dorado County, South Lake Tahoe Division, California. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. I intend this document to be interpreted as broadly as permissible by California law and understand that it is not intended to assert any claims or defenses prohibited by law.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY.

Parent/Guardian: I verify that I am the parent or legal guardian of the minor. I have authority to enter into this agreement of behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of equipment and the ski/recreational area's facilities, and I agree to indemnify and hold harmless, the RELEASEES from any claim brought by, or on behalf of, the minor.

I HAVE COMPLETED THE REQUIRED GENERAL HEALTH INFORMATION, WHICH WILL BE KEPT ON FILE. I UNDERSTAND THAT I MUST REMAIN ON Sierra At Tahoe's PROPERTY WHILE MY CHILD IS IN THE CARE OF THIS PROGRAM. I UNDERSTAND THAT A LATE FEE WILL BE ASSESSED IF I DO NOT PICK UP MY CHILD AT THE FINISH OF THE DESIGNATED WILD MOUNTAIN CHILDREN'S CENTER PROGRAM. I UNDERSTAND THAT THE PROGRAM IS NOT RESPONSIBLE FOR LOST OR STOLEN ARTICLES.

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| Parent/Guardian Info: | _____ | _____ | _____ |
| | Name (Please Print) | Signature | Date |

