

Sierra at Tahoe 2009-10 Day Care Program
Release of Liability, Acknowledgement of Risks and Hazards and Agreement Not to Sue

WARNING: All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment, marked or lighted trail maintenance vehicles and snowmobiles, other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features including terrain parks, elements and half-pipes; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely, in control or within their own ability.

I, the undersigned, hereby express my desire and approval for my child(ren)'s participation in the Day Care/Wild Mountain Ski and Snowboard Camp Program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports instruction and activities, children's fun races, snowmobile train transport and the use of Releasees' equipment, as well as the slopes, trails, child friendly terrain features and related facilities and premises, including ski lifts. I further acknowledge that participation in the program is voluntary and entirely at my risk and/or that of my child(ren) and I expressly assume any and all risks of injury, death and/or property damage that may occur as a result of my or my child(ren)'s participation in these activities. It is recommended that participants in the Day Care/Wild Mountain Program wear a helmet, either a rental helmet, or their own. I understand that a rental helmet is available for my child(ren). 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 my safety or the safety of my child(ren) and may not prevent or reduce some types of serious injuries or death.

I understand that recreational and other activities involve inherent and other risks of **INJURY** and **DEATH**. I agree that having a resort employee present does not lessen the amount or severity of the risks or hazards of these activities. I acknowledge that my child(ren)'s involvement may include skiing, snowboarding, tubing, the use of child friendly terrain features, lifts and participation in other recreational activities, and that these activities are **HAZARDOUS** and my child(ren) have made a voluntary choice to participate in these activities despite the risks. I authorize Sierra at Tahoe to transfer my child(ren) from the Day Care Program (license # 093600514) to Wild Mountain Ski and Snowboard Camp. I understand that while my child(ren) is part of the Wild Mountain program, they will be supervised by a qualified instructor and not a qualified day care teacher (as described in Title 22).

I hereby promise not to bring a claim against or sue, on my behalf and on behalf of my child(ren), and AGREE TO RELEASE Sierra at Tahoe, Inc., its parent, subsidiary, affiliated and successor companies, real and personal property owners, shops, employees, agents, officers, directors, and any equipment manufacturers and distributors, together with each of their officers, managers, and coaches (collectively "Releasees"), **from ALL LIABILITY FOR NEGLIGENCE and any and all liability for injury, death, property loss and damage of any kind and under all circumstances, that results from participation in recreational activities, that is in any way related to my child(ren)'s participation in the Day Care/Wild Mountain Program, the use of the equipment, or is related to any other activity at this ski/recreational area including all liability that results from the NEGLIGENCE OF Releasees, or any other person or cause.**

I further agree to **DEFEND, INDEMNIFY and HOLD HARMLESS** Releasees for any loss or damage arising from claims or lawsuits related in any way to my child(ren)'s participation in the program, use of the equipment, or any other activities on Releasees' premises. I understand that permission to use Releasees premises, and my child(ren)'s involvement in this program is being given in exchange for the execution of this Release of Liability.

I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my sole expense, if deemed necessary by Releasees. 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(ren), at my expense. I agree that upon transporting the child(ren), to any medical facility, clinic or hospital, that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.

I hereby grant exclusive permission to Releasees 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.

I acknowledge that this agreement is governed by the applicable laws of the State of California. 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 El Dorado County, South Lake Tahoe Division, California courts. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. Further, I acknowledge and agree that all of the provisions of this Release of Liability will be in force and survive throughout and after the 2009-10 winter season.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY, OR MY CHILD(REN)'S, LEGAL RIGHTS AND I EXECUTE IT OF MY OWN FREE WILL. 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 completed the required General Health Information form, which will be kept on file. I understand that I must remain on Sierra at Tahoe's premises while my child(ren) is in the program. I understand that a late fee will be assessed if I do not pick up my child at the end of the designated Day Care program. I understand that the program is not responsible for lost or stolen articles.

As parent/guardian of the child(ren) listed on this form, I acknowledge that I am authorized to execute this agreement on behalf of such child(ren). I acknowledge and agree that I have read the foregoing release and that by executing this release, I agree, on my behalf and on behalf of such child(ren), to be bound by its terms. I specifically agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Releasees as defined on this form for any claim, suit, expense or loss which arises out of the named

child(ren)'s participation in the Day Care/Wild Mountain Program, or which arise out of such child(ren)'s presence on the Releasees premises.

Signature (Parent/Guardian): _____ **Date:** _____