

Liability Release, Acknowledgement of Risks and Hazards and Agreement Not To Sue
PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

WARNING: Use of, and/or presence on Sierra-at-Tahoe, LLC, Resort facilities, equipment and premises, hereafter "facilities", including but not limited to: skiing, snowboarding, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions.

1. In consideration of being permitted to use the resort facilities, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Sierra-at-Tahoe, LLC, its parent, subsidiary, affiliated and successor companies, real and personal property owners, agents, officers, directors, contractors, volunteers, employees and insurers (collectively, the "Releasers") from ALL LIABILITY FOR NEGLIGENCE, and any and all claims I might bring as a result of physical injury, including death, or property damage under all circumstances, sustained in connection with my use of the resort facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY.

2. I will be issued an Access Media Card (hereafter the "Pass"). I agree to (a) visibly display the Pass when boarding lifts and/or accessing trails; (b) present the Pass to any resort authorized representative upon request; and (c) refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code" or the law, acknowledging that the Pass may thereafter be revoked without refund or for violation of such codes, laws or for other inappropriate or disruptive behavior.

3. I hereby grant permission to the Releasees to use my image(s), picture or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

4. SIERRA-AT-TAHOE DOES NOT GUARANTEE THAT MEMBER ONLY LINES WILL BE SHORTER THAN OTHER LIFT LINES.

5. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my 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, at my expense.

6. This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of California. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE. I agree that this is a Liability Release and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death or property damage.

(For Office Use) Last Name

Form with fields for Adult #1 Print Name, Date of Birth, Signature, Date and Adult #2 Print Name, Date of Birth, Signature, Date.

For Pass Holders under 18 Years Of Age: As parent or guardian of the child named below (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Released Parties for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child.

Form with fields for Print Minor's Name, Parent/Guardian Signature, and Date.