

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

1. I understand that my participation in winter activities, summer activities, and all other associated recreational activities at *Sierra-at-Tahoe LLC*, (collectively, "sports" and "activities") can be **DANGEROUS AND INVOLVE THE RISKS OF INJURY OR DEATH**. These sports and activities include but are not limited to skiing, snowboarding, special events, instruction, and/or any other recreational activities offered by *Sierra-at-Tahoe LLC*.

2. I understand that sports and activities involve numerous risks including, but not limited to, the risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard snow; unmarked obstacles; thin snow cover; bare spots; bumps; moguls; terrain parks, jumps, features, stumps; forest growth and debris; erosion control devices; rocks; cliffs; steep terrain; deep snow; avalanches and avalanche debris; and other hazards, whether the risks are obvious or not. I also understand that the Sports involve risks posed by loss of balance; loss of control; falling; sliding; and collisions with trees, rocks, fences, racing gates, finish posts, timing equipment, terrain features (natural or man-made), other participants and/or spectators collisions with other participants or other persons (whether as a result of failure to ski, ride or participate in these activities within their own ability or otherwise), snowmaking or snowgrooming equipment and their components, snowmobiles snowcats, other over snow vehicles, lift towers and components thereof, light towers, fences, posts, signs, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other risks include steep, slippery, and uneven roads, all modes of transportation and trails containing ledges, sand, mud, grass, water bars, bumps, ruts, and brush (all of which can be hidden or obscured by vegetation). I further agree that my equipment must be in good condition, but even so it poses risks to me if it develops problems during use. I understand that falls are common while participating in the sports and activities and during use of the facilities. Minor injuries can become life threatening when they occur far away from rescue personnel or when alone. I understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person.

3. In consideration for being permitted to participate in the sports and activities and to use the resort facilities, I agree to **RELEASE FROM LIABILITY, INDEMNIFY, DEFEND, HOLD HARMLESS AND NEVER TO SUE** *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 "Releasees") for any damage, injury or death to me arising from participation in the sports or activities or use of the facilities, regardless of cause, including the **ALLEGED NEGLIGENCE** of *Sierra-at-Tahoe LLC*. I am fully aware of and accept all risks, hazards and dangers associated with using any of the Releasees' facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees' facilities. I promise not to bring a claim against or sue the Releasees and agree that if anyone is physically injured or property is damaged while I am using the Releasees' facilities, I will have no right to make a claim or file a lawsuit against the Releasees for any reason and under all circumstances. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause. 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 2020-21 winter season.

4. **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. The Pass remains the property of the resort and must be forfeited upon request by an authorized resort employee. This includes, but is not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries. ***Sierra-at-Tahoe does not guarantee terrain availability or snow conditions***, for Acts of God (such as poor weather conditions or floods), or for unforeseen circumstances that make operations inoperable or not function (such as a pandemic, road closures, equipment failures, or power outages). **The Pass is not transferable and not refundable, after purchase.** In the event the Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$25 for any replacement pass. In all cases, your Pass privileges expire at the close of operations for the 2020-21 winter season. In some cases and depending on the type of Pass, the Pass has other restrictions including without limitation, "blackouts" on Saturdays, Sundays and/or other dates such as: 12/26-31/2020; 1/16-17/2021 and 2/13-14/2021, at which times the Pass is invalid; the Pass is invalid at these times and a daily lift ticket will need to be purchased if I desire to ski/snowboard at such times (check with the resort ticket office for special passholder daily lift ticket rates that may be available on the "blackout" days). I further agree that I will not allow anyone else to use the Pass and if anyone other than me uses the Pass, the Pass will be revoked without refund. In addition **I am aware that under California Penal Code 537(b) it is against the law for anyone other than me to use the Pass or for me to allow anyone to use the Pass** and that the resort will seek to prosecute to the fullest extent of the law. While I may apply for reinstatement of a revoked pass, any reinstatement will be at the sole discretion of the resort, and subject to conditions dictated by the resort.

5. I UNDERSTAND AND AGREE that the Activities involve the risk of exposure to the novel coronavirus. While Sierra-at-Tahoe will take reasonable steps to mitigate the risk of exposure to the virus, I UNDERSTAND it is my responsibility to monitor my symptoms and to not come to Sierra at Tahoe or participate in the Activities at all if I have any symptoms of the virus or have been exposed to someone diagnosed with COVID-19. I UNDERSTAND that COVID-19 is an infectious disease that can lead to severe illness and death. In using the facilities and participating in the Activities despite this, I AGREE to assume all risks related to exposure to the virus and contracting COVID-19.

6. 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.

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

8. 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. I agree that upon transporting myself, or my child, to any medical facility, clinic or hospital, 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.

9. 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 agree that exclusive jurisdiction and venue for any legal action against *Sierra-at-Tahoe* Resort shall be in El Dorado County, South Lake Tahoe Division, California courts, and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect. Season duration or frequency of use is **NOT GUARANTEED** due to **WEATHER** and **SNOW CONDITIONS**.

10. By signing this agreement, I declare under penalty of perjury that I am doing so only for myself and/or on behalf of persons for whom I am authorized. If I execute this Release of Liability on behalf of another person, I am acting as the agent for that person, and my signature expressly confirms that I have permission to sign on the other person's behalf, and that this agreement is binding upon that person. If the other person brings a claim or lawsuit against *Sierra at Tahoe LLC*, I agree to defend, indemnify and hold harmless *Sierra at Tahoe LLC* as fully set forth in Paragraph 3 above. If I sign without the express permission of any other person, I understand and agree that I am committing fraud.

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. I freely and voluntarily enter into this agreement. I understand that permission to use the resort, their facilities, premises and equipment is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination. If I am not willing to accept this Liability Release, then I should not sign this document and I should decline the services and/or equipment described on this form as offered to me by Releasees.

→ _____
Adult #1 Print Name Date of Birth

Signature Date

→ _____
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. I acknowledge that I have read and understand this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.

→ _____
Print Minor's Name Print Minor's Name Print Minor's Name

→ _____
Parent/Guardian Signature Date