

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

**1. INHERENT RISKS.** The undersigned Participant (referred to herein as "I", "me", or "my") has voluntarily applied to participate in recreational activities in and around Sierra-at-Tahoe (Sierra-at-Tahoe LLC, also referred to as "Sierra"). I understand that these recreational activities involve inherent RISKS OF INJURY AND DEATH. Such recreational activities (collectively referred to as "Activities") include, but are not limited to:

- Casual, recreational and competitive snowboarding, casual, recreational and competitive skiing (Alpine, Nordic, telemark and uphill skinning, accessing the backcountry, etc.), freestyle terrain park use, training, conditioning, snowshoeing, snow tubing, general snow play, and related and similar sporting or recreational activities and special events, as well as transportation over the snow using snowmobiles and use of other vehicles for recreational purposes.
- Hiking, climbing, cycling, E-bike use, mountain biking, walking, and use of stairs anywhere at Sierra, climbing, and dry land training; and participation in special events and all other recreational activities available at Sierra.

**2.** I understand that the Activities involve numerous inherent risks, including, but not limited to, 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; freestyle terrain parks, jumps, features; stumps, forest growth and debris; falling and fallen trees (including subsurface trees and trees damaged by fire and other adverse conditions); erosion control devices; rocks; cliffs; steep terrain; deep snow; avalanches and avalanche debris; dense clouds and fog; white out conditions; and other hazards, whether the risks are obvious or not. I also understand that the Activities involve inherent 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); collisions with or distractions or obstacles posed by other participants and/or spectators; collisions with snowmaking or snowgrooming equipment and their components, snowmobiles, snowcats, other over snow vehicles, chairlift towers and components thereof, light towers, fences, posts, signs, and all manmade obstacles and natural obstacles (padded or not), whether they are obvious or not. I understand that my equipment may also present inherent risks, including release or non-release of bindings. I understand that other inherent risks of injury to me include use of all forms of mountain transportation regardless of location or type, encounters with steep, slippery, and uneven roads for all modes of transportation and trails containing snow, ice, ledges, sand, mud, grass, water bars, bumps, ruts, and brush (all of which can be hidden or obscured by vegetation); walking in and around Sierra, in and around lodges and buildings, on parking lots, decks, outdoor pathways and stairs; from negligence of co-participants; from traveling in any manner in the mountains generally and beyond the ski area boundaries.

**3.** Other risks of the Activities include all risks associated with lessons, races and special events, including coaching and instruction involved in such Activities, and transportation to and from Activities and as part of the Activities. 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 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. I also understand and accept inherent risks of falling from chairlifts, especially during the loading and unloading process. I agree that I will not use chairlifts without understanding how to use them safely.

**4.** I understand that if I enter a freestyle terrain park and/or pipe I will encounter special risks of severe injury or death, and I should read the sign(s) at the entrance to the freestyle terrain park and/or pipe. I must inspect the elements and terrain before I ski or ride over them, and I must evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all freestyle terrain features under all conditions. I understand that I solely assume all risks of injury and death from participating in and on freestyle terrain parks or pipes or features.

**5.** In consideration for being permitted to participate in the Activities and use of Sierra and the Sierra facilities, I agree to **RELEASE, DEFEND HOLD HARMLESS AND PROMISE 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, vendors and insurers, as well as owners, lessors, and lessees of land, facilities and other assets that are used or accessed during the course of the Activities (collectively, the "Sierra Entities") for any damage, injury or death to me arising from my participation in the Activities, or use of facilities, regardless of cause, including from **ALL LIABILITY FOR NEGLIGENCE THAT CAUSES INJURY OR DEATH TO ME UNDER ALL CIRCUMSTANCES, AND TO THE FULLEST EXTENT ALLOWED BY LAW.** This Release applies to all damage, injury or death to me that arises from my participation in the Activities or use of Sierra and Sierra's facilities. I understand that this release prevents me and my heirs from suing the Sierra Entities for negligence. I am fully aware of and accept all risks, hazards and dangers associated with using any part of Sierra and any of Sierra's facilities, and I am fully responsible for any and all damage or injury of any kind that may result from my use of Sierra and Sierra's facilities. I promise not to bring a claim against or sue the Sierra Entities and agree that if I, or anyone else on whose behalf I sign, are physically injured or property is damaged from the negligence of Sierra Entities at Sierra or Sierra's facilities, there will be no right to make a claim or file a lawsuit against the Sierra Entities. This release applies to and is binding upon my heirs. I expressly waive all subrogation rights against the Sierra Entities. I also agree to indemnify and defend the Sierra Entities from all claims, including subrogation and/or derivative claims, brought by any third party or insurer bringing a claim on my behalf. Further, I acknowledge and agree that this Release of Liability will be in force and survive from the present through the 2022-2023 winter season.

**6. 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 be revoked without refund for misconduct, disruptive behavior or for violation of applicable codes and laws. The Pass remains the property of the resort and must be forfeited upon request by an authorized resort employee. Forfeiture may result from, but is not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries. **Sierra-at-Tahoe does not guarantee snow conditions, or the availability of terrain or facilities.** Acts of God (such as poor weather conditions or floods), fires, floods, winds, avalanches, pandemics, power outages, equipment failures, road closures, vehicular traffic, availability of staff, government and court orders, and other difficult to predict circumstances may make Sierra's operations difficult or impossible to provide, use or access. I understand and acknowledge that Sierra may restrict my access to Sierra when circumstances make such access difficult, impossible, or unsafe, in the sole judgment of Sierra, including, but not limited to, when Sierra's capacity is reached. Access to terrain and other facilities is provided on a first-come first-served basis.

**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 Sierra's operations for the 2022-2023 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: 12/25/22 – 1/1/23; 1/14 – 15, 2023 and 2/18 – 19/2023, at which times the Pass is invalid. If the Pass is invalid at these times, 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. 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 section 537 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 Sierra 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 Sierra, and subject to conditions dictated by Sierra.

7. I UNDERSTAND AND AGREE that the Activities involve risks of exposure to the novel coronavirus (COVID-19) and other communicable and potentially dangerous diseases. While Sierra will take reasonable steps to mitigate the risk of exposure to viruses, I UNDERSTAND that it is my responsibility to monitor my health and that I am not allowed to come to Sierra or participate in the Activities at all if I have any symptoms of COVID-19 or another 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 at Sierra I AGREE to assume all risks related to exposure to the virus and contracting COVID-19. I further agree not to sue, and to release the Sierra Entities from any liability for negligence, related to COVID-19 or any other contagious disease.

8. I hereby grant permission to Sierra 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.

**9. SIERRA DOES NOT GUARANTEE THAT MEMBER ONLY LINES WILL BE SHORTER THAN OTHER LIFT LINES.**

10. I authorize Sierra and its employees and agents to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Sierra and its employees and agents. 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 minor child, at my expense. I agree that Sierra and its employees and agents do not have responsibility for any alleged negligence in medical care that I or my child receives from other parties. I understand that Sierra will, to the best of its ability, attempt to notify me as soon as possible in the event of an emergency involving my child.

11. This Agreement is a legally binding contract and supersedes any other agreements or representations that may exist by or between the parties, and is governed by the laws of the State of California. No other agreement between me and Sierra shall be binding if not in writing and signed by all parties after the date of this Agreement. This Agreement shall be interpreted to provide as broad and inclusive a release of liability as is legally permitted. I agree that exclusive jurisdiction and venue for any legal action against the Sierra Entities shall be in El Dorado County Superior Court, South Lake Tahoe Division. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

12. 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 to sign, including any minor for whom I am the parent or legal guardian. If I execute this Release of Liability on behalf of another person, I represent that I am acting as the agent for that person, and my signature expressly confirms that I have their permission to sign, and that this agreement is binding upon that person. If the other person brings a claim or lawsuit against the Sierra Entities, I agree to defend, indemnify and hold harmless the Sierra Entities as fully set forth in Paragraph 5 above. If I sign this Agreement without the express permission of any other person, for whom I am not parent or guardian, I understand and agree that I am committing fraud.

**I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS AND HAZARDS AND AGREEMENT NOT TO SUE, AND I UNDERSTAND ITS CONTENTS AND I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE.** I freely and voluntarily enter into this Agreement. I understand that permission to use Sierra, its facilities, premises and equipment is being given in exchange for the execution of this Agreement. I have not made any misrepresentations to Sierra regarding my name, age or any other information. If I am not willing to accept and agree to all of the terms and conditions of this Agreement, then I should not sign this document and I should decline the services and/or equipment described on this form. Having fully agreed to such terms and conditions, I execute my signature below.

➔ \_\_\_\_\_  
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:** I am the parent or legal guardian of each child named below (the "Child"). I have authority to enter into this Agreement on behalf of the Child, and understand that it is binding on the Child. I agree to indemnify, defend and hold harmless the Sierra Entities for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with a claimed injury to the Child as otherwise described above in this Agreement. I acknowledge that I have read and understand this Agreement and I am signing this Agreement on behalf of the Child, and that the Child and I will be bound by the Agreement.

➔ \_\_\_\_\_  
Print Minor's Name and DOB

\_\_\_\_\_ Print Minor's Name and DOB

\_\_\_\_\_ Print Minor's Name and DOB

➔ \_\_\_\_\_  
Parent/Guardian Signature Date