

**Release of Liability, Acknowledgement of Risks and Hazards and Agreement Not To Sue (“Agreement”)**

**PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.**

Please read carefully before signing. Please print the needed information legibly and leave no blanks.

I expressly consent to the participation of the above-named minor in Sierra-at-Tahoe’s Child Care Center / Children's Ski & Ride School at Wild Mountain programs. Participation includes, but is not limited to skiing, snowboarding, snow play, snow tubing, riding the Magic Carpet conveyor, snowmobile train transport, and other recreational activities at Sierra-at-Tahoe (the “Activities”).

As set forth in Section 1596.799 of the California Health and Safety Code, **I hereby acknowledge that I have been informed and understand that verification of immunizations and Tuberculosis testing IS NOT required of any child accepted into this type of (drop-in) daycare program. It is my choice to still include my child in this program.**

Parent/Guardian Initials: \_\_\_\_\_

I agree to abide by the Rules and Policies of the Ski/Snowboard School and those of Sierra at Tahoe Child Care Center.

I hereby grant exclusive permission to Sierra-at-Tahoe and their respective agents, clients and assigns to use my Child/Children’s name and photograph for publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

If I authorize Sierra-at-Tahoe Child Care Center to transfer my child from the Day Care program (License # 093600514) to the Children's Ski & Ride School at Wild Mountain, I understand that while my child is part of the Ski School program, **they will be supervised by a qualified ski instructor and not by a qualified day care teacher** (as listed in Title 22).

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 snow grooming 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 child’s equipment may also present inherent risks, including release or non-release of bindings. I understand that other inherent risks of injury to my child 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; and from traveling in any manner in the mountains generally.

In consideration for my child being permitted to participate in the Activities and in 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 and death to my child arising from their participation in the Activities, or use of the facilities, regardless of cause, including from **ALL LIABILITY FOR NEGLIGENCE THAT CAUSES INJURY OR DEATH TO MY CHILD UNDER ALL CIRCUMSTANCES, AND TO THE FULLEST EXTENT ALLOWED BY LAW.** This Release applies to all damage, injury or death to my child 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 my child’s use of 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 child’s use of Sierra and Sierra’s facilities. I promise not to bring a claim against or sue the Sierra Entities and agree that if my child, 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 a 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 2023-2024 winter season.

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.

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.

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.

**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.

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Participants 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.

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

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date