

SIERRA AT TAHOE DAYCARE LIABILITY RELEASE AGREEMENT

READ CAREFULLY BEFORE SIGNING - THIS LIMITS OUR LIABILITY

I expressly consent to the participation of the minor _____ in Sierra-at-Tahoe's Child Care Center / Wild Mountain Ski & Snowboard School programs. Participation includes, but is not limited to snow play, snow tubing, riding the magic carpet, snowmobile train transport and other recreational activities at Sierra-at-Tahoe.
(child's name)

As set forth in Section 1596.799 of the Health and Safety Code of California requirements- **I _____ hereby acknowledge that I**
(print parent or guardian name)
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 by my choice to still include my child in this program. _____
(must be signed by parent or guardian)

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 Wild Mountain Ski School, I understand that while my child is part of the Ski School program **they will be supervised by a qualified ski instructor and not a qualified day care teacher** (as listed in Title 22).

I understand that the sports of skiing, snowboarding, the use of lifts and other recreational activities involve inherent *danger* and other risks of INJURY and DEATH. **I voluntarily agree to expressly assume all risks of injury or death** that may result from skiing/snowboarding, that is in any way related to participation in these programs, or any other activity at Sierra-at-Tahoe.

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 "Releasees") 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. 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.

I further agree to defend and indemnify PROVIDERS for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in the sport of skiing/snowboarding, that is in any way related to participation in these programs, or is related to any other activity at Sierra-at-Tahoe.

I authorize PROVIDERS to administer first aid to the enrollee, as they deem necessary. I authorize enrollee's transportation to a medical facility, at my expense, as deemed necessary by PROVIDERS.

I acknowledge 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 courts in El Dorado County, South Lake Tahoe Division, California. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY.

Parent/Guardian: I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of equipment and the ski/recreational area's facilities, and I agree to indemnify and hold harmless the RELEASEES from any claim brought by, or on behalf of, the minor.

Parent/guardian's Signature: _____

Date: _____