

## Ski and Snowboard School

### ACKNOWLEDGMENT OF RISKS & HAZARDS

**Participant (or Guardian):** *(Please Print)* \_\_\_\_\_ **Age:** \_\_\_\_\_ **Sex:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/Town:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Minor children covered by this RELEASE OF LIABILITY:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

1. I understand that alpine skiing, snowboarding, other competitive and sports activities are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding and the use of skis, snowboards, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness of the terrain, jumps, ramps, terrain elements and other features, whether natural or man-made, collisions with other trail users, trees, poles or objects, falls, drills, exercises, following the direction of an instructor, or terrain selection of an instructor. I understand that having a Tahoe Donner Association (TDA) employee present does not lessen the amount or severity of the risks of these activities. I understand that TDA is not responsible for my safety. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities. **Initials:** \_\_\_\_\_
3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on TDA premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS TDA, owners, directors, officers, agents, employees, land owners, as well as the equipment manufacturers and distributors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees trail system, its equipment, or any equipment, or TDA premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
4. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of California. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the Nevada County, California Courts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
6. I understand that participation in Ski and Snowboard School lessons and programs involves exposure to the risks of skiing and/or snowboarding. I also understand that participation in the Program may require the use of ski lifts and that I may ride alone, with other adults, or with other children, and that the use of lifts involves a potential risk of injury. I EXPRESSLY ASSUME ALL RISKS associated with participation in lessons and programs including all risks associated with skiing, snowboarding, riding lifts, use of terrain parks and their features, or using equipment intended to improve or enhance my skiing or snowboarding. I understand that at the scheduled end time for the lesson or program, I am no longer considered a participant in the lesson or program.
7. I consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of TDA.
8. Tahoe Donner requires the use of helmets conforming to ASTM Standard F2040 for children 12 and under while participating in the Ski and Snowboard School lessons and programs. I understand that helmets may reduce or mitigate the severity of head injuries to the child, but no helmet can protect the user from all foreseeable impacts or injury.
9. I understand that permission to use TDA's equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Covenant Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY 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 have made no misrepresentations to Releasees regarding my name, age, or medical condition. I understand that this RELEASE OF LIABILITY will be valid for all lesson or program dates through April 30<sup>th</sup> of the current winter season.

**Signature (Participant):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant Under 18 Years of Age:** As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity or said minor's presence on TDA's premises.

**Signature (Guardian):** \_\_\_\_\_ **Date:** \_\_\_\_\_