

Kirkwood to Sierra Ski for the Trees

Benefitting Operation Rebound, Challenged Athletes Foundation and Paralympics

RELEASE OF LIABILITY AND WARNING

PLEASE READ CAREFULLY BEFORE SIGNING: In consideration of participation in this event:

1. I accept and clearly understand that backcountry winter sport at high altitude including skiing, snowboarding and snowshoeing are HAZARDOUS and could cause INJURY OR DEATH, and that there are inherent and other dangers and risks involved in this activity, including without limitation: changing weather conditions; bare spots; rocks; stumps; trees, falling and fallen trees (including subsurface trees and trees damaged by fire and other adverse conditions); collisions with natural and man-made objects, including snowmobiles and other skiers/snowboarders, snowshoers; variation in terrain; and the failure of skiers/snowboarders and snowshoers to ski within their own abilities, that injuries are a common and ordinary occurrence of this activity, and I FREELY AND VOLUNTARILY ASSUME THESE RISKS.
2. FOR SKIERS AND SNOWBOARDERS: I understand that the ski/boot/binding system will not release at all times or under all circumstances where release may prevent death, or injury to the skier/snowboarder, nor is it possible to predict every situation in which it will release, and it is therefore, not guarantee of my safety.
3. FOR ALL OTHERS: I understand that snowboard/boot/binding, ski board/boot/binding, Nordic ski/boot/binding systems are designed as non-releasing systems, and will not ordinarily release during use, and are no guarantee of my safety.
4. I understand that recreational and other activities involve inherent and other risks of INJURY AND DEATH. I voluntarily agree to expressly assume all risks of injury or death that my result from participation in this event, which relate in any way to the use of the above referenced equipment, or from any other activities along the event course, within the Kirkwood Cross- Country Ski Center and at Sierra at Tahoe Ski Resort.
I agree to release the organizers of the K2Sierra4Trees event, Heavenly Valley, Limited Partnership, d/b/a Kirkwood Mountain Resort, Inc., Sierra at Tahoe LLC, and the United States Department of Agriculture Forest Service, their parent, subsidiary, affiliates and successor companies, real and personal property owners, employees, agents, officers, directors, event volunteers, shops, equipment manufacturers and distributors, and program sponsors, (collectively "RELEASEES"), from all liability for injury, death, property losses, and damage that results from participation in recreational activities, is in any way related to use of the event course, equipment, or is related to any other activity at Sierra at Tahoe Ski Resort including all liability that results from the NEGLIGENCE of the RELEASEES, or any other person or cause.
5. I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in this event, use of equipment identified herein, participation in recreational activities, the use of lifts or aerial tramways, or from any other activity at the Kirkwood Cross- Country Ski Center or Sierra at Tahoe Ski Resort.
6. I authorize RELEASEES to administer first-aid, as they deem necessary. I authorize my transportation to a medical facility at my expense, if deemed necessary by RELEASEES.
7. I understand that use of a helmet or head protection device is recommended for this event and that a rental helmet is available for myself and/or my child(ren). I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head.
Reasonably foreseeable impact may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee my safety or the safety of my child(ren) and may not prevent or reduce some types of serious injuries or death.
I have confirmed that the fit and sizing has been done in accordance with the available measuring devices. I have received instruction in its use, in addition to these written ones, and the fit is snug, yet comfortable. I understand and agree that in order to function properly, the chin strap must be buckled at all times while engaged in snow sports activities. I further understand that at speed greater than 13 miles per hour, the helmet may not provide adequate protection against a serious head injury, if the head directly contacts a fixed object.
8. 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.

9. 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.
10. 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.

AFTER PAYMENT OF DONATION FOR PARTICIPATION IN THIS EVENT NO REFUND IS ALLOWED.

IF THE PARTICIPANT FAILS TO REACH COOKIE STATION #1 ON THE EVENT COURSE WITHIN TWO (2) HOURS AFTER THE START OF THE EVENT, THE PARTICIPANT WILL BE TURNED AROUND AND TRANSPORTED BACK TO THE SIERRA AT TAHOE RESORT. NO REFUND WILL BE ISSUED.

PARTICIPANT NAME: _____

DATE OF BIRTH: _____

SIGNATURE: _____

DATE: _____

For Participants under 18 Years of Age: I am the parent or legal guardian of each minor child named below (the "Minor"). I have authority to enter into this Agreement on behalf of the Minor, and understand that it is binding on the Minor. I agree to indemnify, defend and hold harmless the RELEASEES for any and all claims whatsoever brought by the Minor and all claims whatsoever brought by any third party arising in connection with a claimed injury to the Minor 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 Minor, and that the Minor and I will be bound by the Agreement.

MINOR'S NAME: _____

DATE OF BIRTH: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____