

**TAHOE FREERIDE AND TAHOE JUNIOR FREERIDE SERIES 2018/2019 SEASON
RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS: I or my child (collectively, "I", "me," "my" or "Participant") voluntarily agree to participate, coach, volunteer, and/or perform services in or at a ski or snowboard event and all other related activities (collectively, the "Activity") hosted by or with the assistance of Tahoe Junior Freeride Series (TJFS), a California non-profit corporation DBA Tahoe Freeride, the United States Forest Service, an agency of the U.S. Department of Agriculture, the ski resort Activity venue, and all of their respective owners, investors, members, landowners, sponsors, and parent, subsidiary, and affiliated companies, and all of their officers, directors, employees, affiliates, agents, contractors, event officials, technical directors, judges, announcers, venue staff, scorekeepers, event coordinators, volunteers, coaches, and other persons associated therewith (collectively, "TJFS"). I understand the Activity can be **DANGEROUS AND INVOLVE THE RISKS OF INJURY OR DEATH.**

In consideration for my participation in the Activity, I HEREBY VOLUNTARILY AGREE as follows:

- 1) **I AGREE** to maintain control at all times, observe and obey all posted rules and warnings which are present at the location of the Activity, and follow and abide by any verbal and/or written instructions or directions given by TJFS about the Activity, if any.
- 2) **I UNDERSTAND THE ACTIVITY CAN BE DANGEROUS AND INVOLVES THE RISK OF PROPERTY DAMAGE, PERSONAL INJURY, AND EVEN DEATH.** I understand there are inherent risks associated with the Activity, both known and unknown, including, but not limited to, variations in terrain, surface, and subsurface snow conditions; avalanches; thin snow cover; rocks; terrain selection; course conditions or layout; negligent supervision; falling; slick or uneven surfaces; bumps; moguls; ice; rugged mountainous terrain; downed timber; stumps; forest growth; debris; encountering marked and unmarked natural and manmade objects; lift towers; terrain park features; poor visibility; collisions with natural or manmade objects and/or other people; encounters or collisions with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; tree wells; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others. **I EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY, DEATH, OR PROPERTY DAMAGE** associated with my participation in the Activity.
- 3) THE UNDERSIGNED ACKNOWLEDGES THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF TJFS. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS ARISING FROM PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.
- 4) **I FULLY RELEASE TJFS FROM LIABILITY AND AGREE NOT TO SUE TJFS** for any and all claims and/or causes of action arising from my participation in the Activity, or my use of, or presence at, any facility or property used for the Activity, whether caused by the fault of myself, TJFS, or other third parties, even if said claims or causes of action arise from TJFS's negligence.
- 5) **I AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND TJFS** against all claims, causes of action, damages, judgments, cost, or expense, including attorney's fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by TJFS. **I AGREE** that any legal or equitable claim that may arise from my participation in the Activity shall be resolved under California law and that the venue shall be Truckee, County of Nevada, California (state court) or the United States District Court for the Eastern District of CA (federal court).
- 6) **I AGREE** that TJFS may take and use photographs, video, or recordings of me and/or my property, for trade, advertising, internet use, or any other purpose, without restriction or my approval. I hereby release TJFS from any claim or liability relating to TJFS's right to take, use, alter, and composite said photographs, video, or recordings.
- 7) **I AGREE** that TJFS may call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. The undersigned agrees to pay all costs associated with such medical care and transportation, whether through undersigned's personal medical insurance or by some other means.
- 8) By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.
- 9) **I AGREE** that I hold a current health insurance policy and I am responsible for keeping that health insurance policy current for the duration of the TJFS season from December 1 through April 31.
- 10) **FOR TEAM COACHES: I AGREE AND ATTEST** that I am an employee of the resort for which I ski coach and I am covered under that resort's worker's compensation insurance during the Activity and for the duration of the TJFS[Tahoe Freeride Season from December 1 through April 31. I UNDERSTAND I am not an employee of TJFS[Tahoe Freeride and, as such, I am not covered under TJFS[Tahoe Freeride's worker's compensation insurance for the Activity and for the duration of the TJFS[Tahoe Freeride season from December 1-April 31.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS:

Date: _____
Participant DOB _____ Print name of Participant _____ Signature of Participant _____

Participant Email: _____

Participants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement. Parent/Guardian: I verify that I am the parent/legal guardian of the minor (under 18 years of age). I have authority to enter into this agreement on behalf of the minor.

Date: _____
Parent/Guardian DOB _____ Print name of Parent/Guardian _____ Signature of Parent/Guardian _____

Parent/Guardian Email: _____ Parent/Guardian mobile phone number: () _____

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS