

**SIERRA AT TAHOE RESORT
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & COVENANT NOT TO SUE
LESSON RELEASE FOR MINOR**

For my child, _____ I accept for use AS IS any equipment provided to my child and accept full responsibility for its care while it is in his/her possession. I agree to release, forever discharge, indemnify, defend and hold harmless Sierra At Tahoe Resort and Booth Creek Ski Holdings, Inc. for all loss or damage he/she may cause to this equipment, except for reasonable wear and tear to the equipment.

I authorize any person connected with Sierra At Tahoe Resort to administer first aid to my child as they deem necessary. I authorize medical and/or surgical care and transportation to a medical facility or hospital for treatment necessary for my child's well being, at my expense. _____ Initial

WARNING: Your child's Use of Sierra At Tahoe facilities, including skiing, snowboarding, and other winter and summer sports and activities, and the use of aerial and surface lifts, are HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body while properly using your equipment in variable weather and other conditions. Ski, snowboard and participate in other activities only within your own ability. Safety is directly affected by your judgment in the severe elements of rough, high mountain terrain. Be alert to all risks, hazards and dangers at Sierra At Tahoe, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope design), surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof (and other ski area components including lights, fences, posts and signs) (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment (and other equipment, vehicles and machines including snowmobiles and snowcats); collisions with other skiers or other persons (whether as a result of failure to ski or ride within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made), and other risks not known or reasonably foreseeable at this time.

In consideration of being permitted to use the Sierra At Tahoe facilities, for my child I voluntarily agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Sierra At Tahoe Resort, its parent, subsidiary and affiliated companies, their respective agents, officers, directors, owners, contractors, volunteers, employees and insurers (collectively, the "Released Parties") from any and all claims, lawsuits, attorneys' fees and costs I might bring as a result of physical injury, including death, or property damage sustained in connection with my child's use of the Sierra At Tahoe facilities INCLUDING CLAIMS BASED ON NEGLIGENT ACTS OR OMISSIONS, OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Sierra At Tahoe 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 the Sierra At Tahoe facilities. I promise not to sue the Released Parties and agree that if anyone is physically injured or property is damaged while my child is using the Sierra At Tahoe facilities. I will have no right to make a claim or file a lawsuit against the Released Parties. I also agree to indemnify and defend the Released Parties for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage my child may cause.

1. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the State 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 Released Parties shall be submitted to the jurisdiction of the state or federal court in California and that no claims against the Released Parties shall be brought in any other jurisdiction.
2. I consent to the use by Sierra At Tahoe Resort of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of Sierra At Tahoe Resort.
3. 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 Sierra At Tahoe Resort regarding my child's name or age.

BE AWARE THAT CHILDREN WHILE IN A LESSON MAY RIDE LIFTS WITH AN INSTRUCTOR, OTHER CHILDREN, AND THE GENERAL PUBLIC OR BY THEMSELVES.

PARENT RESPONSIBILITY- PLEASE MAKE ARRANGEMENTS TO PICK UP OR MEET YOUR CHILD AT THE END OF THE LESSON. _____ Initial

As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to indemnify, defend and hold harmless Sierra At Tahoe Resort and Booth Creek Ski Holdings, Inc. for any claim, suit, expense or loss arising out of said minor's participation in the activity or said minor's presence on Sierra At Tahoe Resort premises.

Signature (Parent/Guardian): _____ Date: _____