

SUGAR BOWL RELEASE AGREEMENT AND CONDITIONS OF PARTICIPATION

Participant's Name _____ (each Participant must sign separately)
(Please Print Name)

As a condition of being permitted to Participate in the Sport, Activities, or Use the Facilities of Sugar Bowl, **I or my child (collectively, "I", "my", or "me") understand and agree to the following Conditions of Participation:**

A. I agree to read and follow the "Responsibility Code" as set forth below:

RESPONSIBILITY CODE:

1. Always stay in control. You must be able to stop or avoid people or objects.
 2. People ahead or downhill of you have the right-of-way. You must avoid them.
 3. Stop only where you are visible from above and do not restrict traffic.
 4. Look uphill and avoid others before starting downhill or entering a trail.
 5. You must prevent runaway equipment.
 6. Read and obey all signs, warnings, and hazard markings.
 7. Keep off closed trails and out of closed areas.
 8. You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
 9. Do not use lifts or terrain when impaired by alcohol or drugs.
 10. If you are involved in a collision or incident, share your contact information with each other and a ski area employee.
- B.** I agree to read and follow the Placer County Skier Responsibility Code whenever I ski/snowboard at Sugar Bowl. I further understand that the California Penal Code states that the following misdemeanors are punishable by a fine of up to \$1,000: (1) Skiing/Riding within or entering a CLOSED area [PC 602(r)]; and (2) Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance [PC 653i].
- C. Misconduct:** I agree that if Sugar Bowl management determines that my behavior, or language is inappropriate, unsafe or otherwise is considered misconduct, management may revoke my Pass or Ticket without refund or credit.
- D. Boundary Policy:** I understand that Sugar Bowl, in conjunction with the USFS, maintains an open boundary policy which may allow me to access terrain beyond the ski area boundary. I understand that Sugar Bowl does not maintain, monitor, or patrol terrain beyond the ski area boundary (as outlined on the trail map). If I travel beyond the ski area boundary, I agree to assume all risks and responsibility associated with travel beyond the boundary. I also understand if I am traveling beyond the ski area boundary, minor injuries can become life threatening when they occur away from rescue personnel or when I am alone. I also understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person. I understand that if I need to be rescued while I am beyond the ski area boundary I will be charged for any rescue efforts, if available. If I travel beyond the ski area boundary I understand that I must review the Backcountry Travel Policy at: Sugarbowl.com/backcountry, but this is not a guarantee of my safety for which I am solely responsible.
- E. Uphill Travel Policy:** Sugar Bowl had modified its Uphill Travel Policy for the safety of our guests. If I Participate in Uphill Travel or Skinning, I understand that I must read and follow Sugar Sugar Bowl Resort's Uphill Use Policy at: Sugarbowl.com/uphill.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Participant's Name _____ (each Participant must sign separately)
(Please Print Name)

By signing this Release of Liability and Indemnity Agreement, I acknowledge that I have chosen to participate in winter sports and/or other recreational activities, including but not limited to skiing, snowboarding, uphill skinning, backcountry access, snow tubing, and all other snow sports at Sugar Bowl (collectively, "Participation in the Sport," "Participate in the Sport," or "Participation in the Activities"). I understand that my Participation in the Sport poses risks of **INJURY** and **DEATH**. The risks include, but are not limited to, loss of balance, falling, losing control, collisions with other skiers or snowboarders and collisions with natural and man-made objects, trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles, including snowmobiles, snowcats, and grooming equipment. The risks also include variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, snow immersion suffocation, avalanches, avalanche debris and all risks associated with traveling in the mountains. Other risks include those associated with the Use of the Facilities, including using mountain transportation, use of lifts, terrain parks, half pipes, rails and other park features, walking in lodges and parking lots, and participating in lessons, races, outings at remote locations and special events (collectively, "Use of the Facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my Participation in the Sport, Participation in the Activities, and Use of the Facilities.

Terrain Park Use: I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

Backcountry Access and Travel: If travel beyond the ski area boundary or in the backcountry, I understand and agree that doing so poses additional hazards. I understand that these areas are not patrolled and are not subject to avalanche mitigation. I also understand if I am

traveling beyond the ski area boundary, minor injuries can become life threatening when they occur away from rescue personnel. I also understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person. I understand that if I need to be rescued while I am beyond the ski area boundary I will be charged for any rescue efforts, if available. If I travel beyond the ski area boundary I understand that I must read and follow the Backcountry Travel Policy at: Sugarbowl.com/backcountry.

Uphill Access and Travel: If I Participate in the Sport by uphill travel or skinning, I understand and agree that doing so poses additional hazards. I understand that I may encounter snowmobiles, snowcats, winch cables, and unmarked obstacles. If I Participate in Uphill Travel or Skinning, I understand that I must read and follow Sugar Bowl Resort’s Uphill Use Policy at: Sugarbowl.com/uphill.

Snow Tubing: If I participate in the activity of snow tubing, I understand and acknowledge that snow tubing can be a **dangerous, risky recreational activity** and that there are inherent and other risks associated with the activity that cannot be eliminated. These risks may lead to serious and in rare cases even fatal injuries. I myself have the responsibility of observing the snow tubing runs and activities before participating and making my own decision about whether or not to participate and to allow my family to participate based on my perception of the risks. I understand that part of the thrill, excitement, and risk of snow tubing is that snow tubes travel at various speeds and end up in a common, run-out area which may subject me to the risk of collision. I understand and agree I will do my best to avoid being involved in such collisions by clearing the area quickly and carefully after the completion of a run. I acknowledge that the risks of snow tubing **include, but are not limited to**, the following:: collisions, variations in steepness of snow tubing chutes and configurations of run out areas, man-made objects or obstacles and structures in the snow tubing area whether visible or not, speed, bumpiness, changing surface and sub-surface conditions including ice, slush, and hard pack; fencing; barriers; collisions with fencing, barriers or other patrons; increased risk due to interlinking of snow tubers; falling,, sliding, changing speeds based on body mass, being airborne, sliding backwards, and falling out of the tube. I acknowledge and further understand equipment involved with snow tubing includes lifts and tows, and agree NO WARRANTIES are being extended to me with respect to the snow tubing facilities.

In consideration for being permitted to Participate in the Sport, Activities, and to Use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Sugar Bowl Corporation, Royal Gorge Cross-Country, the United States of America, Department of Agriculture, United States Forest Service, Sugar Bowl’s owners, directors, officers, partners, investors, shareholders, members, agents, employees, instructors, coaches, guides, landowners, parent and subsidiary companies, affiliated companies, third party vendors, special event organizers, sponsors, and all of their successors, heirs, assigns, (collectively herein, “Sugar Bowl”) for any injury or death resulting from my Participation in the Sport, Activities, or Use of the Facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Sugar Bowl or arising from any person’s alleged failure to follow company policies and procedures.

I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUGAR BOWL** for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my Participation in the Sport, Activities, or Use of the Facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my Participation in the Sport, Activities, or the Use of the Facilities at Sugar Bowl, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any damages, attorney’s fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I Participate in the Sport, Activities, or Use the Facilities at Sugar Bowl. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my Participation in the Sport, Activities, or Use of the Facilities.

I understand that by signing this agreement, I agree to be bound by the terms of the Conditions of Participation, Release of Liability and Indemnity Agreement. I agree that any action must be filed in the County of Placer, State of California. Any disputes will be subject to and determined under the laws of the State of California. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the contract will remain in effect, valid, and enforceable.

**THIS IS A TWO PAGE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
DO NOT SIGN IT UNLESS YOU UNDERSTAND IT AND AGREE WITH ITS TERMS**

Signature of Participant: _____ Date: _____

Participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print name of Parent or Legal Guardian _____ Relationship: Parent Legal Guardian

Signature of Parent/Legal Guardian: _____ Date: _____

Email Address: _____ Phone Number: _____

Address: _____ City: _____ State: _____ Zip code: _____