

Participant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**SUGAR BOWL / ROYAL GORGE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**  
**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING**

1. **INHERENT RISKS.** I, or my child, (collectively, "I," "me," or "my") have voluntarily applied to participate in recreational activities at Sugar Bowl Corporation ("Sugar Bowl"), including, but not limited to, skiing, snowboarding and other recreational activities that may occur during any season of the year. I understand that these activities include inherent **RISKS OF INJURY AND DEATH**. These activities include, but are not limited to, casual, recreational, training and competitive activities, as well as skiing (Alpine and Nordic), as well as snowboarding, snowshoeing, sledding, sliding, tubing, racing, and any other activities both at Sugar Bowl, including at other locations outside of Sugar Bowl (collectively referred to as "Activities").
2. I understand that the **numerous inherent risks** of the Activities, include, but are not limited to, risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard snow; unmarked obstacles; thin snow cover; bare spots; bumps; moguls; stumps; forest growth and debris; erosion control devices; snowmaking equipment; snowmobiles; snow grooming equipment; machinery; rocks; cliffs; slick and steep terrain and other surfaces; deep snow; avalanches and avalanche debris; snow falling from roofs or trees; slick walkways and stairs; ski lifts of all kinds and all of their component parts, including support towers; and all other hazards, whether the risks are obvious or not. I understand that the Activities involve risks in loading, riding, and unloading ski lifts; use of terrain parks and features; loss of balance; loss of control; falling; sliding; collisions with trees, rocks, fences, racing gates, ruts, netting, finish posts, timing equipment, terrain features (natural or man-made), skiing outside of area boundaries into unpatrolled and uncontrolled terrain, other participants and/or spectators, snowmaking or snow grooming equipment and their components, snowmobiles and other snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other inherent risks of the Activities include all risks associated with transportation to and from Activities and as part of Activities, including Activities outside of Sugar Bowl; walking in lodges, parking lots, outdoor pathways and stairs; activities or negligence of co-participants; and travel in the mountains generally.
3. I understand and agree that if I'm using my own equipment, it should be kept in good condition, and there is no guarantee that the equipment I am using will perform as intended, and there are risks that my bindings will prematurely release or will not release as intended. I understand that other equipment may also malfunction. I understand that relatively minor injuries can become life threatening when they occur far away from rescue personnel or when alone. I understand that it may take significant time for rescue personnel to locate and reach an injured person.
4. I understand that if I enter a terrain park, I should read the sign(s) at the entrance to the park. I must inspect the elements and terrain before I ski or ride over them in order 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. I understand that there is a risk of being struck by other people or objects while engaged in the Activities and I must do my best to at all times be alert to other people and objects.
5. **RELEASE OF LIABILITY FOR NEGLIGENCE.** Despite the risks involved in the Activities and as consideration for being allowed to participate in the Activities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my participation in the Activities and use of all facilities at Sugar Bowl.
6. **I AGREE TO RELEASE FROM LIABILITY FOR NEGLIGENCE** Sugar Bowl Corporation ("Sugar Bowl"), Royal Gorge Cross Country, Tahoe Donner Land Trust, California Tahoe Conservancy, the U.S. Department of Agriculture Forest Service, and all of the aforementioned entities' and any and all associated entities' respective owners, investors, members, managers, directors, employees, agents, representatives, landowners, subsidiaries, contractors, affiliated companies, and insurers (collectively in this agreement, "Ski Area Entities") for any damage, injury or death to me arising from participation in the Activities or use of the facilities. I understand that this release prevents me from suing the Ski Area Entities for negligence.
7. If I, my child, or any legal representative files a claim or a lawsuit for negligence arising out of my participation in the Activities or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Ski Area Entities for damages, attorney's fees or costs arising out of such a claim or a lawsuit.
8. **USE AND CONDITION OF EQUIPMENT.** Any pass/ticket received in conjunction with this agreement is not transferable and may only be used by the participant. If I am provided with or rent equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while in my possession. I agree that I am responsible for the full replacement value of equipment not returned. I agree to pay for any damage that exceeds normal wear and tear.
9. **PHOTOGRAPHS AND VIDEO IMAGES.** Sugar Bowl takes photographs/video for commercial purposes and patrons may be readily identifiable in these images. I grant exclusive permission to the Ski Area Entities to use my likeness for the purpose of publicity, public relations, or other commercial purposes without compensation and without restriction as to frequency and duration. I understand that images I take at Sugar Bowl and provide to the Ski Area Entities may be used by the Ski Area Entities at any time for any purpose without compensation unless otherwise agreed in a writing signed by an officer of Sugar Bowl.
10. **AUTHORIZATION OF MEDICAL TREATMENT.** While employees and volunteers of Ski Area Entities are not medical professionals, I authorize any representatives of Ski Area Entities to administer first aid to me or to my child, as they deem reasonably necessary, but I recognize that such representative is not obligated to administer first aid. I authorize representatives of Ski Area Entities, at my expense (to the extent not covered by health insurance or otherwise) to call for and consent to hospital, surgical, dental or other

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medical care for my child or to transport me (and/or my child) to a hospital, urgent care, dentist office or other medical facility if, in the opinion of such personnel, in their sole discretion, medical attention is needed for me (and/or my child). I further authorize and consent to any care, treatment or procedure instructed, directed or advised by the attending physician, surgeon, dentist or other staff of the applicable hospital, urgent care, dentist office or other medical facility. I understand and agree that this authorization is given in advance of any care, treatment or procedure being required, but that it is given to provide authority and power to employees of Sugar Bowl to consent to care, treatment or procedure that a physician, surgeon, dentist or other staff in the exercise of his/her best judgment may deem advisable. I understand and agree that reasonable efforts will be made by Sugar Bowl to contact me prior to rendering any care, treatment or procedure for my child, but that care, treatment or procedures will not be withheld if I cannot be timely reached. Without limiting any other provision hereof, I disclaim, waive and release, and covenant not to sue for Ski Area Entities for negligence related to or arising from any care, treatment or procedures provided pursuant to this Agreement and the foregoing authorization and consent, and shall indemnify and hold Ski Area Entities harmless of and from any and all Claims related to or arising from any care, treatment or procedures provided pursuant to this Agreement and the foregoing authorization and consent, including without limitation, any charges, costs or expenses of any hospital, urgent care, dentist office or other medical facility, or physician, surgeon, dentist or other staff.

**11. JURISDICTION AND VENUE.** I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect, valid, and enforceable to the fullest extent allowed by California law. I agree that any action arising from or related to this agreement must be brought only in the Superior Court of Placer County, California, or the U.S. District Court for the Eastern District of California (federal district court). This agreement is subject to and interpreted under the laws of the State of California.

**12. AGREEMENT TO ARBITRATION AND VENUE OF ALL CLAIMS.** I agree to submit any claim or dispute that arises out of or results from any activity or event, or that arises out of this agreement, to mediation before a single mediator to be randomly selected by JAMS in Sacramento, California. If mediation is not successful, then the claim or dispute, including, but not limited to, any claim or dispute involving the determination of the scope or applicability of this agreement to arbitrate, shall be submitted to neutral, binding arbitration before a single arbitrator, who is a retired California or federal civil trial judge, in Placer County, California. The arbitrator shall be appointed and the arbitration conducted pursuant to the then current JAMS Arbitration Rules. As a supplement to such Rules, the arbitrator shall first determine the applicability and dispositive or preclusive effect of this agreement and issues relating to primary assumption of risk, before determining whether to address injury and damages issues. The arbitrator shall not be empowered or permitted to award punitive or exemplary damages, and the parties expressly waive any right to recover such, unless specifically required by an applicable statute. The arbitrator shall be empowered and permitted to award reasonable costs of the arbitration, but **not** attorney's fees, to the party the arbitrator deems to be the substantially prevailing party in the arbitration. Judgment upon an arbitration award may be entered in the Superior Court of Placer County, California. Venue for any legal action under this agreement is otherwise only allowed in Placer County, California. [ ] **Initials acknowledging that I have read this agreement to arbitrate all claims.**

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.** If participant is under the age of 18, a parent or guardian must sign on such minor's behalf. By signing below, you acknowledge you are the legal parent or guardian and you have read and understood the foregoing and accept and agree to all of the terms contained herein.

**PRINT NAME OF PARENT/LEGAL GUARDIAN:** \_\_\_\_\_ **RELATION:** Parent/Legal Guardian  
**SIGNATURE OF PARENT/LEGAL GUARDIAN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Primary Contact Number:** \_\_\_\_\_ **Secondary Contact Number:** \_\_\_\_\_

If the participant is over the age of 18, he/she acknowledges that he/ she has read and understood the foregoing and accepts all terms contained herein.

**SIGNATURE OF PARTICIPANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

IN CASE OF AN EMERGENCY IF A PARENT/GUARDIAN CANNOT BE REACHED, THOSE LISTED BELOW WILL BE CONTACTED. PLEASE BE SURE TO UPDATE ANY INFORMATION.

#1 Emergency Contact Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Relation to Participant: \_\_\_\_\_

#2 Emergency Contact Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Relation to Participant: \_\_\_\_\_