

PASSHOLDER NAME (print): _____ NO. _____

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR ACTIVITIES
AT SUGAR BOWL RESORT AND ROYAL GORGE CROSS COUNTRY**

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 in and around Sugar Bowl Resort and Royal Gorge Cross Country. I understand that these recreational activities include inherent **RISKS OF INJURY AND DEATH**. Such recreational activities (further described below, collectively referred to as “Activities”) may include, but are not limited to:
 - Snowboarding, skiing (Alpine, Nordic and uphill skinning), casual, recreational, and competitive competition, terrain park use, training, conditioning, snowshoeing, snow tubing, ice skating and general snow play, and related and similar sporting or recreational activities and special events, as well as transportation over the snow using snowmobiles and other vehicles; and,
 - Swimming, water sports, hiking, cycling, mountain biking, weight lifting, yoga, trampoline use, climbing, and dry land training; and participation in special events, spa treatments, and/or use of the spa, sauna, steam room, pool, or other recreational activities offered at Sugar Bowl.
 - If using the Sporthaus, activities include use of the facilities and physical activity and exertion, weight lifting, yoga, Pilates, swimming, and all forms of exercise that are designed to develop strength, balance, endurance, coordination and flexibility.
2. I understand that the **Activities involve numerous risks** including, but not limited to, the 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; rocks; cliffs; steep terrain; 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 also understand that the Activities involve risks, included but not limited to those posed by loading, riding, and unloading gondolas and ski lifts, use of terrain parks and features, loss of balance; loss of control; falling; sliding; and collisions with trees, rocks, fences, racing gates, ruts, netting, finish posts, timing equipment, terrain features (natural or man-made), snowmaking or snow grooming equipment and their components, vehicles, snowmobiles and other over-the-snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not, and with other participants and/or spectators.
3. Other risks include use of mountain transportation regardless of location or type, encounters with steep, slippery, and uneven roads for all modes of transportation and trails containing snow, ice, ledges, sand, mud, grass, water bars, bumps, ruts, and brush (all of which can be hidden or obscured by vegetation), walking in and around lodges and parking lots, outdoor pathways and stairs, negligence of co-participants, traveling in the mountains generally and beyond the ski area boundaries. Other inherent risks of the Activities include all risks associated with lessons, races and special events, and transportation to and from Activities and as part of the Activities. The risks associated with the Sporthaus, include all injuries that may occur from use of any facility amenities, participation in any class, activity or personal training, equipment failure, and slipping or falling while using the facilities.
4. I understand and agree that if I’m using my own equipment, it must be in good condition, but even so it poses risks to me if it develops problems during use. I understand that falls are common while participating in the Activities and during use of the facilities and that I may not be supervised at all times. Minor injuries can become life threatening when they occur far away from rescue personnel or when alone. I understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person.
5. 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 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.

6. If using the Sporthaus, I understand that it is my responsibility to consult with a physician BEFORE I participate in the Activities I choose at the Sporthaus. I represent and warrant that I am in good health, physically fit, and I have no medical condition or injury that would prevent my participation in the activities or use of the facilities. I assume all responsibility for updating the Sporthaus with respect to any changes in my physical or mental condition and for reporting all injuries sustained on the premises to staff. If I am taking medication of any kind, or being treated for any illness, I agree to consult my physician prior to using the facilities. I accept responsibility for any medical expenses incurred in connection with my participation in the Activities or use of the facilities at the Sporthaus.
7. **ASSUMPTION OF THE RISK.** 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 Resort and Royal Gorge Cross Country.
8. **RELEASE OF LIABILITY. I AGREE TO RELEASE FROM LIABILITY FOR NEGLIGENCE** Sugar Bowl Corporation (“Sugar Bowl”), Sugar Bowl Ski Team & Academy (“SBTSA”), 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.
9. **HOLD HARMLESS.** 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.
10. **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.
11. **PHOTOGRAPHS AND VIDEO IMAGES.** Ski Area Entities take photographs and videos 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 in photographs and/or video for the purpose of publicity, public relations, or other commercial purposes without compensation and without restriction as to frequency and duration. If I am a PHOTOGRAPHER, 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.
12. **AUTHORIZATION OF MEDICAL TREATMENT/RELEASE OF LIABILITY.** 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. 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 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. 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.

13. 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. This agreement is subject to and interpreted under the laws of the State of 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.

Signature of Participant _____ DATE _____

Print Name of Participant _____ If for a Minor, Relationship to Minor _____
(Parent, Guardian)

Telephone No. _____

If you are signing this release on behalf of your child or as a legal guardian of a child, indicate the name of the child here:

Child’s Name _____ Birthdate of Child _____

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.

First Emergency Contact Name: _____ Phone No. _____

Relation to Participant: _____

Second Emergency Contact Name: _____ Phone No. _____

Relation to Participant: _____