

Northstar at Tahoe – Race Release
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Competitor: *(Please Print)* _____ **Age:** _____
Sex: _____

Address: _____ **City/Town:** _____ **State:** _____ **Zip:** _____

1. I understand that alpine skiing, snowboarding, other competitive and sports activities are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding and the use of skis, snowboards, other equipment and aerial and surface lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding and other activities including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), terrain parks, elements or features, 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, other equipment, vehicles and machines including snowmobiles and snowcats; collisions with other participants or other persons (whether as a result of failure to ski, ride or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made I understand that having a Northstar at Tahoe (NAT) employee(s) present does not lessen the amount or severity of the risks of these activities. I understand that NAT (as described below) is not responsible for my safety. **IMPORTANT:** It is further understood that competing, training or racing competitively is more HAZARDOUS than recreational skiing and snowboarding. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow, terrain and course conditions.

Initials:

2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.

Initials:

3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on NAT premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Trimont Land Company, DBA Northstar at Tahoe, its parent, subsidiary and affiliated companies, real and personal property owners, directors, officers, agents, employees, as well as equipment manufacturers and distributors, if any, and all the event sponsors (hereinafter "Releasees") from ALL LIABILITY FOR NEGLIGENCE and any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage under all circumstances, that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees' trail system, equipment, or any equipment, premises and facilities, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of my, or my child, being entitled to participate in the activities at Northstar at Tahoe and being permitted to gain access to and use Releasees' facilities and premises. I agree that I will have no right to make a claim or file a lawsuit against the Releasees for any reason and under all circumstances and I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against, or sue Releasees.

4. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**

5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws 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 Releasees, shall be submitted to the jurisdiction of the Placer County, California Courts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

6. I agree with the premise that a participant is a competitor at all times, whether practicing for competition or in competition. I agree that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course and premises, and I agree to physically and visually inspect the course before competing or training. I agree and understand that the competitor will be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, premises, course construction or layout and obstacles.

7. I understand that permission to use Releasees' equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. 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 Releasees regarding my name, age, or medical condition. I consent to the use by Releasees of my biography, voice, appearance, name and any likenesses or pictures (video, digital and print) for commercial purposes, or otherwise, of me in connection with the activities of Releasees. I intend this document and its contents to be interpreted as broadly as permissible by California law and understand that it is not intended to assert any claims or defenses prohibited by law.

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Rotary Club of: _____ Racer's PRINTED name: _____

Age: _____ Gender: M F Email Address: _____

Please print carefully

Mailing Address: _____

City: _____ St: _____ ZIP: _____

Phones: Work: (_____) _____ Home: (_____) _____ Fax: (_____) _____ Cell: (_____) _____

Signature (Competitor): _____ **Date:** _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity or said minor's presence on Releasees' premises.

Signature (Guardian): _____ **Date:** _____