

DONNER SUMMIT RESORTS, LLC dba DONNER SKI RANCH
Winter Sports Activities Release of Liability and Indemnity Agreement
READ CAREFULLY BEFORE SIGNING – THIS LIMITS DONNER SKI RANCH LIABILITY

I, _____, or my child (collectively referred to as "I", "my", or "me") have voluntarily applied to participate in winter sports activities and other recreational activities at Donner Ski Ranch, including but not limited to skiing, snowboarding, snow tubing, sledding, all other winter sports or related activities, and all activities at Donner Ski Ranch ski hill, and Donner Ski Ranch Tubing Hill. I understand that my participation in the sport poses risks of INJURY and DEATH. The risks include, but are not limited to, loss of control, collisions with other skiers, snowboarders, or tubers, collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. 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, avalanches, and traveling in the mountains and beyond the ski area boundary. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks (jumps, rails, boxes, half-pipes, and other park features), slope style, skier/boarder-cross, performing maneuvers (inverted or otherwise), walking in lodges and parking lots, and participating in lessons, races, tubing, sledding, 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 or use of the facilities.

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.

In consideration for being permitted to participate in the sport and to use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE DONNER SUMMIT RESORTS, LLC dba DONNER SKI RANCH** or any of their parent companies, subsidiaries, owners, employees, agents, landowners, or the United States of America Department of Agriculture, Forest Service (collectively, "Donner Ski Ranch") for injury or death resulting from my participation in the sport or use of the facilities, regardless of the cause, including the alleged NEGLIGENCE of Donner Ski Ranch. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Donner Ski Ranch for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation or my child's participation in the sport or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the sport or use the facilities at Donner Ski Ranch. 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 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 or the use of the facilities at Donner Ski Ranch, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Donner Ski Ranch 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 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 and will be valid and enforceable. I agree that any action will be brought in the County of Nevada, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

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

Parent/Guardian: If equipment user is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.

I accept for use AS IS the equipment I use or rent, and accept full financial responsibility for the care of the equipment while it is in my possession. I acknowledge my responsibility for the equipment I use or rent and understand that my credit card will be charged for the repair or replacement of any damaged or unreturned equipment. I agree to perform the obligations set forth by the card member's agreement with the issuer. I agree to return all equipment by the end of business today.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____

LIST MINOR CHILDREN HERE – PLEASE PRINT CLEARLY FIRST AND LAST NAME

IF RENTING HELMETS, PLEASE READ AND SIGN BELOW

I agree that helmets are a part of the equipment described in the Release. All provisions of such Release apply to helmets. I also understand that no helmet can protect the wearer against all foreseeable impacts. If the helmet suffers any type of impact, I agree to notify the Rental Shop of such impact. The undersigned understands and agrees that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, neck, spine, or any other part of the body.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL LIABILITY RELEASE AGREEMENT.

Signature of Parent/Legal Guardian _____ Date _____

HELMET RENTAL NUMBER(S) _____ DATE DUE _____

Rental
Tech
Initial