

# INHERENTLY HAZARDOUS AND POTENTIALLY DANGEROUS EVENT **MINOR UNDER 18**

Version 3/21/09

## MINOR'S AND PARENTAL/GUARDIAN RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

1. **NOTICE:** Your execution of this contractual agreement will prevent you, your heirs and legal representatives from recovering or bringing a claim against Mt. Rose Development Co. hereinafter Mt. Rose Ski Tahoe, event organizers, event sponsors, affiliated organizations, their agents and employees in any way connected with your participation in this event.

2. **VOLUNTARY PARTICIPATION:** I, \_\_\_\_\_

(Print Name - Participant / Minor)

(Print Name - Parent/Guardian)

\_\_\_\_\_ acknowledge the minor child and I have voluntarily requested to participate in competitive/recreational skiing/snowboard and other outdoor activities/programs at Mt. Rose Ski Tahoe to be conducted at or sponsored by Mt. Rose Ski Tahoe, its sponsors, or affiliated organizations.

3. **ACKNOWLEDGMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH INHERENTLY DANGEROUS SPORTS:** I

understand, acknowledge, and am aware that competitive/recreational skiing/snowboard and other outdoor activities/programs at Mt. Rose Ski Tahoe or sponsored by Mt. Rose Ski Tahoe, its sponsors, or affiliated organizations are dangerous activities in which, as a participant I may suffer serious bodily, psychological, physical and neurological injury or death, or cause injury to another's person or property. Among the possible risks associated with participating in competitive recreational skiing/snowboarding programs sponsored by or at Mt. Rose Ski Tahoe include but are not limited to:

A. The participant being exposed to the inherent dangers and risks of skiing/snowboarding, natural and manmade dangers or conditions which include without limitation changing weather conditions, variation of terrain, steepness, snow/ice conditions, avalanches, visible and unmarked obstacles, rocks, trees, bare spots, creeks and gullies, forest growth, stumps, artificial lift towers, other structures and their components:

B. The participant being subjected to the inherent slips, falls, collisions or contacts with other participants, officials, spectators, gates, tools, equipment, posts, stakes, barriers:

C. The participant being subjected to inherently dangerous activities with the use of skiing/snowboarding equipment: and,

D. The negligence of Mt. Rose Ski Tahoe, event organizers, event sponsors or affiliated organizations to their agents and employees resulting in personal injury and harm to you: and

E. I specifically acknowledge that I have read, reviewed and understand the risks and dangers disclosed on the Mt. Rose Ski Tahoe lift ticket.

I agree and acknowledge the assumptions of risks involved in the skiing/snowboarding competition/activity. \_\_\_\_\_ (Initials)

4. **ASSUMPTION OF THE RISK:** I have been given the opportunity to make a visual inspection of the course/area where the competition/recreation activity/program is to be held prior to the beginning of any skiing/snowboarding competition/activity: I am voluntarily participating in skiing/snowboarding activities with knowledge of the danger involved and agree to accept any and all risks of damage, injury or death and verify the statement by

initialing here: \_\_\_\_\_ (Initials participant) \_\_\_\_\_ (Initials parent)

5. **SUITABILITY OF PARTICIPANT:** I acknowledge that the minor should not participate in this activity if the minor:

- A. Is or will be under the influence of alcohol/drugs/medication during the activity;
- B. Has pre-existing physical limitations or conditions which may be aggravated or harmed by the activity;
- C. Does not fully understand or comprehend any rules, restrictions or directions given during the activity; and
- D. Does not have medical/hospitalization insurance.

6. **RELEASE AND HOLD HARMLESS:** As consideration for permission by Mt. Rose Ski Tahoe, its sponsors or one of the Mt. Rose Ski Tahoe's affiliated organizations, any participation in the activity and use of facilities, I hereby agree that I, my heirs, legal representative, guardians and family will not make a claim against, sue or attach the property of Mt. Rose Ski Tahoe, its sponsors or any affiliates organizations or the supplier of any equipment used in the activities for injury or damage resulting from the negligence or other acts, howsoever caused through negligence, by Mt. Rose Ski Tahoe, its sponsors, affiliated organizations, employees, agents or representatives as a result of my participation in a skiing/snowboarding event. I further agree and forever hold harmless and indemnify the Mt. Rose Ski Tahoe, its sponsors, and affiliated organizations generally and specifically from any and all negligence, injuries, damages, property or otherwise resulting in any way from my participation or spectating at competitive/recreational events or activities or in the training or preparation for the activity.

7. **KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this contract and fully understand its content. I am aware this is a full release of liability and contract between myself and Mt. Rose Ski Tahoe, its sponsors and affiliated organizations and I sign it of my own free will.

8. **REVOCAION MUST BE IN WRITING:** This document may not be revoked, amended, or altered by myself or Mt. Rose Ski Tahoe without written consent from an authorized agent of Mt. Rose Ski Tahoe, its sponsors, or affiliated organizations.

9. **MODEL/PHOTO RELEASE:** For valuable consideration, I hereby consent to and authorize the use and reproduction by you, or anyone authorized by you, of all photographs which you have this day taken of me for any purpose whatsoever without compensation to me. All photos (digital files / negatives together with prints) shall constitute Mt. Rose-Ski Tahoe property, solely and completely.

Participant

Date

Mother/Guardian

Date

Father/Guardian

Date

**PARENTAL INDEMNIFICATION AGREEMENT** By initialing and signing the Minor's and Parental/Guardian Release of Liability and Assumption of Risk Agreement, I am consenting to the participation/activity in a competitive, recreational skiing/snowboarding activity. All of the terms, conditions and contractual agreements of the Minor's and Parental/Guardian Release of Liability and Assumption of Risk Agreement above are binding upon myself as consideration for allowing my minor child/ward to participate in skiing/snowboarding competition/activities or training at Mt. Rose Ski Tahoe. I acknowledge that I am the parent/guardian with authority to enter into agreements and to indemnify and hold harmless Mt. Rose Ski Tahoe, its sponsors and affiliate organizations from any and all liability, loss, harm or damage caused by or arising in any manner from my child's participation of spectating in recreational events or training, whether or not the injuries arise out of negligence of carelessness on the part of Mt. Rose Ski Tahoe, its sponsors or affiliated organizations.

I further acknowledge and understand the inherent risks of outdoor winter sports and expressly assume responsibility for all risks, claims or injuries from my child's participation in this activity whether known or unknown, I expressly waive any claims I may have as a result of injuries sustained by my child or other family members in this activity. I warrant that I am the parent/guardian of the child/ward above- mentioned. I have read the Minor's and Parental/Guardian Release of Liability and Assumption of Risk Agreement as well as the Parental Indemnification Agreement and sign it with full knowledge of its significance.

Mother/Guardian

Date

Father/Guardian

Date



RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

1. NOTICE: Your execution of this contractual agreement will prevent you, your heirs and legal representatives from recovering or bringing a claim against Mt. Rose Development Co., hereinafter Mt. Rose Ski Tahoe, event organizers, event sponsors, affiliated organizations, their agents and employees in any way connected with your participation in this event.

2. VOLUNTARY PARTICIPATION: I, [redacted] (Print name) verify being eighteen (18) years or older acknowledge that I have voluntarily requested to participate in competitive/recreational programs at Mt. Rose Ski Tahoe to be conducted at or by Mt. Rose Ski Tahoe, its event spanners, or affiliated organizations.

3. ACKNOWLEDGMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH INHERENTLY DANGEROUS SPORTS: I understand, acknowledge, and am aware that competitive/recreational skiing/snowboard and other outdoor activities/programs at Mt. Rose Ski Tahoe or sponsored by Mt. Rose Ski Tahoe, its sponsors, or affiliated organizations are dangerous activities in which, as a participant I may suffer serious bodily, psychological, physical and neurological injury or death, or cause injury to another's person or property. Among the possible risks associated with participating in competitive recreational skiing/snowboarding programs sponsored by or at Mt. Rose Ski Tahoe include but are not limited to:

- A. The participant being exposed to the inherent dangers and risks of skiing/snowboarding, natural and manmade dangers or conditions which include without limitation changing weather conditions, variation of terrain, steepness, snow/ice conditions, avalanches, visible and unmarked obstacles, rocks, trees, bare spots, creeks and gullies, forest growth, stumps, artificial lift towers, other structures and their components;
B. The participant being subjected to the inherent slips, falls, collisions or contacts with other participants, officials, spectators, gates, tools, equipment, posts, stakes, barriers;
C. The participant being subjected to inherently dangerous activities with the use of skiing/snowboarding equipment; and,
D. The negligence of Mt. Rose Ski Tahoe, event organizers, event sponsors or affiliated organizations to their agents and employees resulting in personal injury and harm to you; and
E. I specifically acknowledge that I have read, reviewed and understand the risks and dangers disclosed on the Mt. Rose Ski Tahoe lift ticket.

I agree and acknowledge the assumptions of risks involved in the skiing/snowboarding competition/activity. [redacted] (Initials)

4. ASSUMPTION OF THE RISK: I have been given the opportunity to make a visual inspection of the course/area where the competition/recreation activity/program is to be held prior to the beginning of any skiing/snowboarding competition/activity: I am voluntarily participating in skiing/snowboarding activities with knowledge of the danger involved and agree to accept any and all risks of damage, injury or death and verify the statement by

initialing here: [redacted] (Initials)

- 5. SUITABILITY OF PARTICIPANT: I acknowledge that I should not participate in this activity if:
A. I am or will be under the influence of alcohol/drugs/medication during the activity;
B. I have pre-existing physical limitations or conditions which may be aggravated or harmed by the activity;
C. I do not fully understand or comprehend any rules, restrictions or directions given during the activity; and
D. I do not have medical/hospitalization insurance.

6. RELEASE AND HOLD HARMLESS: As consideration for permission by Mt. Rose Ski Tahoe, its sponsors or one of Mt. Rose Ski Tahoe's affiliated organizations, to participate in the activity and use of facilities, I hereby agree that I, my heirs, legal representative, guardians and family will not make a claim against, sue or attach the property of Mt. Rose Ski Tahoe, its sponsors or any affiliates organizations or the supplier of any equipment used in the activities for injury or damage resulting from the negligence or other acts, howsoever caused through negligence, by Mt. Rose Ski Tahoe, its sponsors, affiliated organizations, employees, agents or representatives as a result of my participation in a skiing/snowboarding event. I further agree and forever hold harmless and indemnify the Mt. Rose Ski Tahoe, its sponsors, and affiliated organizations generally and specifically from any and all negligence, injuries, damages, property or otherwise resulting in any way from my participation or spectating at competitive/recreational events or activities or in the training or preparation for the activity.

7. KNOWING AND VOLUNTARY EXECUTION: I have carefully read this contract and fully understand its content. I am aware this is a full release of liability and contract between myself and Mt. Rose Ski Tahoe, its sponsors and affiliated organizations and I sign it of my own free will.

8. REVOCATION MUST BE IN WRITING: This document may not be revoked, amended, or altered by myself or Mt. Rose Ski Tahoe without written consent from an authorized agent of Mt. Rose Ski Tahoe, its sponsors, or affiliated organizations.

9. MODEL/PHOTO RELEASE: For valuable consideration, I hereby irrevocably consent to and authorize the use and reproduction by you, or anyone authorized by you, of all photographs which you have this day taken of me for any purpose whatsoever without compensation to me. All photos (digital files / negatives together with prints) shall constitute Mt. Rose-Ski Tahoe property, solely and completely.

Date: [redacted] at Mt. Rose Ski Tahoe

Participant Signature