

Northstar at Tahoe® MOUNTAIN BIKE SEASON PASS
Liability Release, Acknowledgement of Risks and Hazards and Agreement Not To Sue
PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

WARNING: Use of *Northstar-at-Tahoe*™ Resort facilities, equipment and premises, hereafter “facilities”, including but not limited to: mountain biking, hiking, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Bike, hike and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), rocks, trees, stumps and other forms of forest growth or debris; tall and slippery grass, water bars, (all of which may or may not be visible); lift towers and components thereof and other ski area components including lights, fences, posts and signs, pole lines and plainly marked or visible equipment, other equipment, vehicles and machines; collisions with other participants or other persons (whether as a result of failure to 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).

1. In consideration of being permitted to use the *Northstar-at-Tahoe* Resort facilities and premises, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Trimont Land Company, DBA *Northstar-at-Tahoe* Resort, its parent, subsidiary, affiliated and successor companies, their real and personal property owners, employees, agents, officers, directors, contractors, volunteers and insurers and (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the *Northstar-at-Tahoe* Resort facilities and premises INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees' facilities and premises and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees' facilities and premises. I promise not to bring a claim against or sue the Releasees and agree that if anyone is physically injured or property is damaged while I am using the Releasees' facilities and premises, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause.

2. Applicant(s) will be issued a Season Pass (hereafter “the Pass”) upon presentation of valid ID and proof of age. Applicant(s) agree to (a) visibly display the Pass when boarding lifts; (b) present the Pass to any *Northstar-at-Tahoe* Resort authorized representative upon request; and (c) refrain from reckless mountain biking or participating in conduct that is not consistent with safe and prudent mountain biking, violates any rules, ordinances or the law, acknowledging that the Pass may thereafter be revoked without refund. This includes, but is not limited to mountain biking in closed areas. The Pass is not transferable and not refundable. In the event the Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$25 for any replacement pass. In all cases, your Pass privileges expire at the close of operations for the current summer season. In some cases and depending on the type of Pass, the Pass has other restrictions.

3. I hereby grant permission to the Releasees to use my image(s), picture or other likeness(es), (collectively, “Image”), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

4. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, clinic or hospital, the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability, attempt to notify me as soon as possible in the event of an emergency.

5. This document is a legally binding contract and supersedes any other agreements or representations by and between the parties, and is governed by the laws of the State of California. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action against Releasees shall be in Placer County, California courts, and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect. Season duration or frequency of use is NOT GUARANTEED due to WEATHER and TRAIL CONDITIONS.

TO BE SIGNED ON REVERSE SIDE OF THIS DOCUMENT