

Northstar-at-Tahoe™ Resort Mountain Bike
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Participant: (Please Print) _____ **Date of Birth:** _____ **Sex:** _____

Email Address*: _____ **Phone Number:** _____

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

1. I understand that mountain biking, and the use of passenger tramways, are HAZARDOUS ACTIVITIES. I understand that mountain biking and the use of bicycles, other equipment, vehicle transportation and 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 sport of mountain biking, other activities and the transportation to and from these activities, including but not limited to: the unevenness of the surface which contains rocks, bumps, ruts, stumps, tall and slippery grass, water bars, the steepness of the terrain, (all of which may or may not be visible) the possibility of becoming lost on the mountain, attacks by animals, insect bites or stings and collisions with other trail users, trees, poles or objects. I understand that having a *Northstar-at-Tahoe* Resort (NAT) employee present does not lessen the amount or severity of the risks of these activities. I understand that NAT is not responsible for my safety. 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, and terrain conditions. I understand and accept that minor injuries may become life-threatening emergencies when far away from others, or convenient facilities.
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* Resort, its parent, subsidiary and affiliated companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors (hereinafter "Releasees") from ALL LIABILITY FOR NEGLIGENCE and any and all losses, damages, costs and attorney's fees of any kind 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, its equipment, or any equipment, or NAT premises, 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* Resort and being permitted to gain access to and use the NAT facilities and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES for any reason and under all circumstances.
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 OR 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 consent to the use by Releasees of any images (video and print) for commercial purposes, or otherwise, of me in connection with the activities of Releasees, without restriction as to frequency, duration or medium.
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 intend this document 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.

Signature: _____ **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:** _____

*By providing my email address, I am opting in to receive E-Newsletters about specials, events, news, snow and weather. I can easily opt out of this subscription at any time. I am 13 years of age or older.