

NORTHSTAR AT TAHOE ADVENTURE CAMP
ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE & AGREEMENT NOT TO SUE

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

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

WARNING: Presence on or use of Northstar-at-Tahoe facilities, equipment and premises, (hereafter "facilities") including hiking, interpreting nature, other recreational activities and the use of aerial lifts, are HAZARDOUS. Falls and injuries are a common occurrence and your child(ren)'s must keep deliberate and conscious control of their physical body while properly using their equipment (if any) in variable weather and other conditions. Your child(ren)'s safety and that of others is directly affected by their 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 or unevenness in terrain or surface (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; ruts, bumps, 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.

I agree to **DEFEND, INDEMNIFY and HOLD HARMLESS** Trimont Land Company, DBA Northstar at Tahoe, its parent, subsidiary, affiliated and successor companies, real and personal property owners, employees, agents, officers, directors, contractors, volunteers and insurers (hereinafter referred to as the "RELEASEES"), for ALL LIABILITY FOR NEGLIGENCE and any and all loss or damage my child(ren) may cause to person or property while enrolled in The Adventure Camp program. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of my child(ren)'s participation in this program, regardless of whether such loss or damage be caused to my child(ren), or to others.

I expressly consent to the participation of the Child(ren) listed on this form in the RELEASEES Adventure Camp program. Participation may include, but is not limited to: indoor and outdoor play, hiking, walking, interpreting nature, and other recreational activities at Northstar at Tahoe. I understand that these activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume on behalf of myself and the child(ren) all risks of injury or death that may result from skiing/snowboarding, is in any way related to participation in these programs, or any other activity at Northstar at Tahoe.

I hereby promise and agree, on my behalf, and on behalf of my child(ren), to RELEASE the RELEASEES from ANY AND ALL LIABILITY FOR NEGLIGENCE, and from any claims I might bring as a result of physical injury, death, or property damage under all circumstances, sustained in connection with my child(ren)'s participation in the Adventure Camp program, their use of RELEASEES premises, equipment and facilities, and their participation in any of the activities listed on this form, INCLUDING CLAIMS BASED ON NEGLIGENT ACTS OR OMISSIONS, OR BREACH OF WARRANTY. I acknowledge that I am freely and expressly assuming and accepting any and all risks of personal injury, death and property damage as the parent of the child enrolled in the Adventure Camp program. I promise not to bring a claim against or sue the RELEASEES and agree that if anyone is injured or property is damaged while my child(ren) is involved in the activities of the program, I will have no right to make a claim or file a lawsuit against the RELEASEES for any reason and under all circumstances. 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.

Further, I authorize RELEASEES to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my sole 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 my child, at my expense. I agree that upon transporting the child, to any medical facility, clinic or hospital, that the responsibility of the RELEASEES shall be totally fulfilled and the RELEASEES shall have no further responsibility I agree to pay all costs associated with such medical care and related transportation for the child(ren) and **INDEMNIFY and HOLD HARMLESS** the RELEASEES from any costs incurred therein.

I agree that any claim that I may at any time bring, for any reason against RELEASEES, shall be submitted to the jurisdiction of the Placer County, California Courts, and no other jurisdiction, and shall be governed by California law. I further agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

I consent to the use by RELEASEES of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of The Adventure Camp program, without restriction as to frequency, duration or medium.

I have read the above paragraphs and fully understand them.

As a parent/guardian of the named child(ren), I acknowledge that I am authorized to execute this agreement on behalf of such child(ren). I acknowledge and agree that I have read the foregoing release, and that by executing this release on behalf of such child(ren), I agree, on my behalf and on behalf of such child(ren), to be bound by its terms. I hereby agree to **INDEMNIFY, DEFEND and HOLD HARMLESS** RELEASEES as defined on this form for any claim, suit, expense or loss which arises out of the named child(ren)'s participation in The Adventure Camp program or which arise out of the child(ren)'s presence on the RELEASEES premises.

Print Name: _____ Signature: _____ Date: _____