

# Northstar at Tahoe

## ACKNOWLEDGMENT OF RISKS & HAZARDS LIABILITY RELEASE & AGREEMENT NOT TO SUE

Participant: (Please Print) \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1. I understand that GPS orienteering is a **HAZARDOUS ACTIVITY**. I understand that GPS orienteering involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the activities of GPS orienteering, including but not limited to: the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness of the terrain, the possibility of becoming lost, attacks by animals, collisions with other trail users, trees, poles or objects. I understand that having a Northstar-at-Tahoe employee present does not lessen the amount or severity of the risks. I understand that Northstar-at-Tahoe is not responsible for my safety. I further understand and acknowledge that areas other than the alpine ski trails are not patrolled and it is advisable to always travel in pairs or groups.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity. Initials: \_\_\_\_\_
3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities, or while present on Northstar-at-Tahoe premises, and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS** Trimont Land Company, its parent, subsidiary, affiliated and successor companies, real and personal property owners, employees, agents, directors and officers, as well as the equipment manufacturers and distributors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity, related activities, or my use of Northstar-at-Tahoe's trail system, its equipment, or any equipment, or the premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
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 state Courts of Placer County, California 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, if any.
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 Releasee's 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.
8. 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 (Participant): \_\_\_\_\_ 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 (Parent/Guardian): \_\_\_\_\_ Date: \_\_\_\_\_