



2011-2012 Buddy Werner Program
Release of Liability, Acknowledgement of Risks and Hazards,
and Agreement Not to Sue

Competitors Name: _____ **Age:** _____ **Sex:** _____
(please print)

WARNING: All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgement in the severe elements of mountain forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment, marked or lighted trail maintenance vehicles and snowmobiles, other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features including terrain parks, elements and half-pipes; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely, in control or within their own ability.

I, the undersigned, hereby express my desire and approval for my child's participation in the Buddy Werner Program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports instruction and activities and the use of Releasees (as described below) equipment, as well as the slopes, trails, terrain parks, terrain features, elements, jumps and half-pipes, race courses, and related facilities, including ski lifts. I further acknowledge that participation in the program is voluntary and entirely at my risk and/or that of my child. It is recommended that participants in the Buddy Werner Program wear a helmet, either a rental helmet, or their own. I understand that a rental helmet is available for my child. I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee the safety of my child and may not prevent or reduce some types of serious injuries or death.

I understand that recreational and other activities involve inherent and other risks of **INJURY** and **DEATH**. I agree that having a Buddy Werner Volunteer or resort employee present does not lessen the amount or severity of the risks or hazards of these activities. I acknowledge that my child's involvement may include skiing, snowboarding, ski biking, tubing, the use of terrain features, jumps and/or half-pipes, race courses, lifts and participation in other recreational activities, and that these activities are **HAZARDOUS** and my child has made a voluntary choice to participate in these activities despite the risks. Further, I understand and agree that the child may use ski lifts without an instructor or other adult present.

I understand that training or racing competitively is more **HAZARDOUS** than recreational snowsport activities. I agree with the premise that a participant in the Buddy Werner program is a competitor at all times, whether practicing for competition or in competition. I agree and understand that the competitor will be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, course construction or layout and obstacles.

(CONTINUED ON REVERSE SIDE)

I hereby promise not to bring a claim against or sue, and AGREE TO RELEASE Sierra at Tahoe, Inc., their shops, employees, parent companies, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, any equipment manufacturers and distributors, and race committees, together with each of their officers, managers, and coaches (collectively "Releasees"), **from all liability for injury, death, property loss and damage that results from participation in recreational activities, that is in any way related to participation in the Buddy Werner Program, the use of the equipment, or is related to any other activity at this ski/recreational area including all liability that results from the NEGLIGENCE OF Releasees, or any other person or cause.**

I further agree to RELEASE, FOREVER DISCHARGE, DEFEND, INDEMNIFY and HOLD HARMLESS Releasees for any loss or damage arising from claims or lawsuits related in any way to my child's participation in the program, use of the equipment, or any other activities on Releasees' premises. I understand that permission to use Releasees premises, and my child's involvement in this program is being given in exchange for the execution of this Release of Liability.

I authorize Releasees call for and/or administer of first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. This authorizes a licensed physician or other medical provider to carry out emergency medical care deemed necessary for the child where normal permission is unavailable. Further, in the case of serious illness or injury, 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 my 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 understand that Releasees will, to the best of their ability, attempt to notify me as soon as possible in the event of an emergency. I agree to pay all costs associated with such medical care and related transportation for the child and indemnify and hold harmless the Releasees for any costs incurred therein. I hereby grant exclusive and irrevocable permission to Releasees and their respective agents, clients and assigns to use my child's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

I acknowledge that the applicable laws of the State of California govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted exclusively in the courts of El Dorado County, South Lake Tahoe Division, California for Sierra at Tahoe, and no other. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY, OR MY CHILD'S LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

As parent/guardian of the above-named minor, I acknowledge that I am authorized to sign this agreement. I acknowledge and agree that I have read the foregoing release and that by signing this release I agree to be bound by its terms. I specifically 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 above-named minors participation in the Buddy Werner Program, or which arise out of the minor's presence on the Releasees premises.

I hereby certify that my child is physically fit and has no medical condition(s) or allergies that affect his/her ability to participate in the Buddy Werner program.

(initials)

Parent/Guardian Signature

Date

Emergency Contact Information:

Name

Home Phone #

Wireless Phone #

Address

City

State

Zip