



**TAHOE DONNER<sup>SM</sup>**

**2017 - 2018 TAHOE DONNER CROSS COUNTRY**

# NORDIC SKI TEAM APPLICATION

**One application and liability release per person. Please complete the entire form and submit in person or mail to:**

Member Services Office - Tahoe Donner Association, 11509 Northwoods Blvd., Truckee, CA 96161 or fax to 530-587-9423. Team passes can also be processed at the Cross Country Center once open for the season.

*Children must have consent with a parent's or guardian's signature.*

**Important note:** Season passes will only be activated upon completion of the Liability Release on the reverse side of this form. This form may be copied for additional purchases. Your season pass will be activated once your completed application, liability release and full payment has been received and verified. At that time, stickers will be issued. Passholders must affix the 2016-2017 sticker to passes before using the pass. See you on the trails!

NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

EMAIL (FOR EVENT INFORMATION) \_\_\_\_\_ BIRTH DATE (MM/DD/YY) \_\_\_\_\_

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

**TOTAL \$54\***

*Any upgrades or modifications after purchase will result in a \$10 fee.*

*\*Please note: \$59 if purchased after Nov. 30*

***Please take this form to the Member Services in the Northwoods Clubhouse in Tahoe Donner, along with a completed Tahoe Donner liability release with payment for your athlete. Team passes can also be processed at the Cross Country Center once open for the season.***

Member Services Office - Tahoe Donner Association, 11509 Northwoods Blvd., CA 96161 or fax to 530-587-9423.  
Tahoe Donner Cross Country - 15275 Alder Creek Rd., Truckee, CA 96161

***Do NOT give this form or payment to your coach or to the school office.***

**TAHOE DONNER ASSOCIATION WINTER ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

Participant's Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

**READ CAREFULLY BEFORE SIGNING - THIS LIMITS TAHOE DONNER ASSOCIATION'S LIABILITY AND YOUR LEGAL RIGHTS**

I or my child (collectively, "I," "me," or "my") may voluntarily choose to participate in winter sports and recreational activities offered by Tahoe Donner Association (as defined below), including but not limited to: skiing, snowboarding, cross-country skiing, snowshoeing, fat biking, snow play including but not limited to snow tubing and sledding, other recreational activities on the property of Tahoe Donner, and instruction in these activities (collectively, the "Activities"). I understand that my participation in the Activities poses inherent and other risks of INJURY and DEATH to me and/or my child, including those associated with participation in the Activities or use of the facilities at Tahoe Donner, which include, but are not limited to, transportation, instruction, and participating in the Activities on and off of the Tahoe Donner Premises and on private and public lands (collectively, "Use of the Facilities").

The risks in the Activities and Use of the Facilities are too numerous to list, but they include steep, slippery, and uneven roads and trails containing rocks, trees, ledges, sand, mud, grass, water bars, erosion control devices, bumps, ruts, stumps, and brush (all of which can be hidden or obscured by snow or vegetation). The Activities are subject to naturally occurring hazards and dangers of all kinds, including, by way of example only, exposure to weather and climate conditions (including sudden changes and extremes of heat and cold), avalanche, rugged terrain and ground conditions, becoming lost, hazards associated with water (including drowning, striking submerged objects, flooding, and rapids), other participants, animals, reptiles, insects, and ground surface and other terrain and topographical variations and conditions. In addition, participants may encounter hazards and dangers that are the result of human error, negligent instruction, or from manmade structures, equipment, vehicles and other materials, including risks of malfunction, mis-use, or other failure. Participation in the Activities requires physical fitness, coordination, balance, strength, endurance, speed, ability to react, mental capacity, talent and ability ("Physical Capacity") and, because of such physical demands, necessarily carries inherent and other unpredictable risks of injury of all kinds, as well as risks of death due to the physical demands, regardless of the participant's Physical Capacity. Despite the risks involved, and in consideration of the right to participate in the Activities and Use the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my or my child's participation in the Activities and Use of the Facilities.

As consideration for being permitted to participate in the Activities and to use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Tahoe Donner Association, the Department of Agriculture, United States Forest Service, Sierra Pacific Industries, Inc., and each of their affiliates, owners, investors, officers, directors, managing agents, employees, agents, contractors, landowners and all affiliated persons and companies (collectively herein, "Tahoe Donner") for injury or death resulting from my participation or my child's participation in the Activities or Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Tahoe Donner. I also agree to indemnify Tahoe Donner for any and all claims brought by a third party which arise from my participation or my child's participation in the Activities or Use of the Facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, which includes all occasions on which I or my child participate in the Activities or Use of the Facilities of Tahoe Donner. I understand that this release of liability will prevent me, my child, and my heirs or representatives from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or my heir or legal representative files a claim or a lawsuit arising out of participation in the Activities or the Use of the Facilities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Tahoe Donner, Department of Agriculture, United States Forest Service and Sierra Pacific Industries, Inc. for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of such a claim or a lawsuit arising out of my participation or my child's participation in the Activities or Use of the Facilities. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives, and any other person acting on my or our behalf.

If I am provided with or renting equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

I warrant and represent that I have adequate Physical Capacity to participate in the Activities and Use of the Facilities. I accept responsibility for any medical expenses incurred by me or my child in connection with the Activities or Use of the Facilities.

I understand and agree that this agreement is severable and that if any clause is found to invalid, the balance of the contract will remain in effect, valid, and enforceable. I agree that any action will be subject to and determined under the laws of the State of California, and that any action must be brought in the Superior Court of California, County of Nevada.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

I verify that I am the parent/legal guardian of the minor participant. I have authority to enter into this agreement on behalf of the minor.

Print Name of Parent/Legal Guardian \_\_\_\_\_ Relation \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ALL OF ITS TERMS.**