

Welcome to the 2017-2018

Alder Creek Middle School

Nordic Ski Team!

Registration / Information Packet

Coaches: Jeff Schloss and Sydney Dion





Dear Athletes and Parents,

Nordic loves everyone. Cross Country skiing offers a really fun and welcoming environment for ANY athlete who wants to enjoy our beautiful winter environment and challenge themselves physically. While there is no replacing our friend Captain Nordic, Mark Nadell, or PJ Madigan for his amazing energy coaching the team the past 2 years, we are excited to fill in as we can to continue the legacy of Cross Country at ACMS.

We welcome both our returning athletes and our newcomers. We count on our returnees to help us mentor, and continue the amazing camaraderie and supportive environment from last season. Some of the best coaching any athlete on the team receives is from more experienced peers. There are few experiences more rewarding than seeing teammates mentoring each other. We invite parents and interested adult participation as well to help supervise, instruct, and provide logistics. Parents are responsible to organize transportation to and from practices and races.

Our website will be the first stop for information and updates through the season -- make sure you're on the list. These will keep you updated on practices, races, and team-related events. We will also be using the "**Remind Me**" app to contact athletes directly for as last-minute changes can and do occur, especially when winter hits hard.

If you have any questions, you can contact us at acmsnordic.weebly.com, or there is a "Nordic" mailbox in the office at ACMS. Thanks for all the hard work and commitment involved in making this team the best!

Jeff Schloss – Former Coach Sugar Bowl Academy Nordic and University of Nevada Reno.

Sydney Dion- Literacy teacher, Academic Coach, avid Cross Country Skier

Mitch Dion- ACMS (SMMS) coach 2002-2006, avid Cross Country Skier

If you have any questions, you can contact us at acms.weebly.com, or there is a "Nordic" mailbox in the office at ACMS.

Thanks for all the hard work and commitment involved in making this team the best!

Let's go ski!

2017/2018 DATES:

10/26 Thursday Quick Student **Athlete Meeting** at BREAK (9:19 am) in Room 205.
Pick up Reg. packets, meet the coaches, say hi. (Off-campus athletes are excused)

11/1 Wednesday **Parent Meeting**, Room 205, upstairs, 5:30-6:30 P.M.

11/10 Friday **All Paperwork & Checks are *due* to the office or Mrs. Dion.**
(Since we don't have try-outs, this will determine who is on the team)

11/11 Saturday Tahoe City Nordic **Ski Swap** (the best ski swap in the area for Nordic gear)

11/13-19 Mon-Fri PACO'S TEAM WEEK TO PURCHASE SKI BOOTS OR GEAR

11/16 Thursday Paco's Team Retail Purchase Night (extra hours until 8 pm)

11/16 Thursday **Equipment & Uniform Day:** ACMS cafetorium, 2:30-5:00 pm

11/27 Monday **First Practice @ ACMS:** meet at ACMS (rear of school)

Check our Website for Monday & subsequent Practice Schedules

12/22 Friday **First Race:** Foothills Classic, Auburn Ski Club

2017/2018 RACE SCHEDULE:

12/22/17 FRIDAY Foothill Classic, Auburn Ski Club

1/12/18 FRIDAY Scott Hudson Memorial Relays, Kirkwood XC

1/19/18 FRIDAY Sugar Bowl Freestyle, Sugar Bowl Judah Lodge

2/2/18 FRIDAY Mammoth Classic @ Tamarack Lodge

2/9/18 FRIDAY North Tahoe Skate @ North Tahoe High School

2/16/18 FRIDAY Truckee Sprints @ TBA

2/24/18 SATURDAY CNISSF State Championships @ Auburn Ski Club

ATHLETE/PARENT TO-DO CHECKLIST

Return these forms to a coach or office by FRIDAY, NOVEMBER 10. **Athletes who do not turn in all required PAPERWORK and PAYMENT by November 10, will not be part of the team. No exceptions.** And parents, please take the time to fill out everything properly and clearly, esp emails.

Paperwork and \$\$ to turn in to ACMS before you can practice with the team or check out equipment:

- NORDIC TEAM REGISTRATION FORM** - Please fill out the form COMPLETELY!
Take your time!
- SPORTS TEAM DONATION CHECK** - \$75.⁰⁰ Check made out to ACMS. They call it a donation, but this money is necessary for us to travel and participate in races. Otherwise, no busses!
- PHOTO RELEASE FORM** - this gives your permission to allow us to take and use photos.
- RACE VENUE WAIVERS** - To make things easier for all of us, we've included waivers from our race venues so you can fill them all out at once instead of individually throughout the season.
- NORDIC TEAM EXPECTATIONS CONTRACT**
- NEW THIS YEAR:** Some of the school registration and forms can be done electronically. Go to <http://registermyathlete.com/schools/> or go to the ACMS School website at <http://acms.ttusd.org>.

You can **Register your Athlete**, download forms, or complete electronically sign required forms:

- CONCUSSION FORM:** This form must be completed for all athletes each year and can be submitted in 1 of 2 ways: Print and complete the form from the ACMS website under the "Athletics" tab on the red link button for Sports Policy and Procedures or Go to <http://registermyathlete.com/schools/>
- STUDENT SPORTS PARTICIPATION AUTHORIZATION FORM:** This form must be completed for all athletes each year and can be submitted by either Printing it from the ACMS website on the red link button for Sports Policy and Procedures or Go to <http://registermyathlete.com/schools/> .
- PHYSICAL FORM:** NEW athletes to **ACMS** *must* have this form completed ASAP. Print the form from the ACMS website on the red link button for Sports Policy and Procedures or Go to <http://registermyathlete.com/schools/> **then take it to a health**

practitioner to complete.

Before you can practice at Tahoe Donner or Auburn Ski Club:

- AUBURN SKI CLUB** — ASC will now register you online. You must go to www.auburnskiclub.org to create an athlete membership and XC trail pass. This is REQUIRED for all Nordic Team Members. Parents also have the option to join as a family, and purchase season passes to ASC. A Pass is required for volunteering with us on the trails at the club.

- TAHOE DONNER CROS COUNTRY** —Register Online or use the form included in this packet:
<https://shoptd.tahoedonner.com/eStore/Content/Commerce/Products/DisplayProducts.aspx?ProductGroupCode=1006&ProductCategoryCode=16>
Go to the Tahoe Donner XC Lodge on Alder Creek Road after Nov. 19 (or at Northwoods Clubhouse before) with the Season Pass form from TDXC, including the TDXC Ski Team program waiver. Bring Forms plus Check or Credit Card for the Tahoe Donner Association (\$54 by November 30th. \$59 on December 1st).

DO **NOT** TURN IN YOUR TDXC or ASC FORMS TO A COACH OR TO THE ACMS OFFICE.

Failure to do these tasks means that YOU WILL NOT BE ABLE TO PRACTICE.
Please see Mrs. Dion if you are having trouble with any of the above requirements.

Please do not wait until the last minute—Get it done early!

EQUIPMENT LOAN INFORMATION

If you will need to Borrow Skis and/or Poles from the ACMS Nordic Team, you **MUST** fill out the information below:

I **WILL** need to borrow the following ski equipment (check all that apply):

Skate Racing Skis

Skate Poles

or.....

Classic Racing Skis

Classic Poles

I **Have** All My Own Ski Equipment, and Do **Not** Need To Borrow Either Skis or Poles

Note that ACMS Nordic does not supply XC ski boots. **Athletes need to supply their own Skate and Classic boots, or have a "combi" pair that will work for BOTH techniques. Our skis use SALOMON SNS PROFIL bindings (not NNN). Check the swaps, Paco's, former team members, or ask the coaches for ideas on boots. **If you have ANY access to equipment to use, please do NOT borrow from ACMS!***

Athlete's Height

FEET

INCHES

Athlete's Weight

POUNDS

Nordic Skiing Ability: Novice

Intermediate

Advanced

ACMS NORDIC SKI TEAM
EXPECTATIONS
REQUIRED READING and SIGN BELOW

Welcome to the ACMS Nordic Team of 2017-2018! You are an awesome group of athletes, and we look forward to a fun and challenging season. The following expectations in place to:

- inform you of your responsibilities as athletes representing ACMS,
- ensure the success of the team and all team members,
- respect the efforts of the businesses and volunteers that support us.

This paper must be reviewed with parents, signed and returned with your registration packet by Monday, November 10th.

****NOTE: Athletes who have not returned this signed paper will not be allowed to practice!****

School Expectations: Team Members must...

- Maintain a 2.0 gpa as defined by district policy.
- Not allow any grades to drop to an F (athletes will be pulled from races until grade improves).
- Be at school on any day you participate in practice or races.
- Practices and races are school functions, so school rules apply.
- Attend mandatory Nordic Team meetings.
- **Keep up with all assignments, and check in with all teachers at least 2 days before being absent for race days to arrange for missed work or tests.**

Behavior Expectations: Never settle for less than your best!

- Keeping in mind that we represent our school and community, always show your best behavior.
- Show respect for coaches, parent helpers, peers, skiing facilities, and the public.
- Listen respectfully during meetings and practices.
- Follow all directions of coaches, parent helpers, and resort personnel. (This includes no skiing off from practices! - no ditching. No skiing on your own without a coach/parent leader during practice unless express permission).
- SMILE! Remember, attitudes are contagious – have fun and others will too :)

Practices, Races, Equipment, and Wax Day Expectations:

- Athletes must attend at least **TWO** practices during the week to be eligible for the team and to race on Fridays. You Must Attend Practices – communication about missed practices is expected and required. A *minimum* of two practices must be attended each week, but we *strongly* encourage more participation rather than less. Everybody is busy, but you have signed up and committed to a TEAM, and to be part of it you must participate. We will work with you if you have other NORDIC SKIING obligations (ASC Devo Team, etc.), but you must clear with us.
- Respect the facilities of Tahoe Donner, ASC, and all race sites. Help maintain their quiet, relaxing atmosphere.
- The main lodge area at TDXC is OFF LIMITS, even for purchases, until after practice. A calm and quiet manner in the Lodge is required of ALL athletes.
- Dress appropriately for practices and races. Be dressed by 2:50 – preferably change at

school.

- Store your gear and packs in the barn, not the deck or restrooms.
- Practices will start on snow promptly at 3:00; be ready to be picked up by 4:30 (unless otherwise noted).
- You Need to check in and check out at EACH practice.
- Check emails and web site and calendar regular for updates.
- Return all skis/poles at your assigned location; lost or damaged equipment (especially if due to recklessness) is your responsibility to find / repair/ replace.
- All Nordic team members are responsible for waxing their own skis and making sure gear is brought to the race in their individually assigned bag.
- Bring your jersey (and all equipment) to each race.
- **After races, athletes' skis/poles must be taken with the athlete and brought to practice on Monday!**

Consequences: after a reminder and/ or a warning for a specific “infraction,” 2 “infractions” will lead to revoking of race or team privileges. (Coaches retain the right to revoke privileges sooner if infractions are deemed serious and involve the safety of anyone or defiant behavior.)

We have read and understand the expectations of the ACMS Nordic Ski Team:

Student Name

Date:

Student Signature: _____

Parent Signature: _____



2017-2018

Parent/Guardian Release Form

For Photographs, Video and Audio
Tape Recordings of
Students Participating in the Nordic Team

I give permission for my student to have his/her likeness displayed in the form of video and audio tape recordings or still images and possibly online on the Web. I understand the student will be identified in the productions by first name and last initial only.

Student's Name _____

Parent's/Guardian's Name Printed _____

Parent's/Guardian's Signature _____

Date _____

TAHOE XC WAIVER

2017- TAHOE CROSS COUNTRY SKI AREA AGREEMENT AND RELEASE OF LIABILITY, TERMS AND CONDITIONS

I understand that cross country skiing is a hazardous sport, and that there are inherent and other risks involved in the sport of cross country skiing. I understand that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily ASSUME THOSE RISKS. I understand that there are natural and manmade obstacles or hazards, objects, equipment failure, surface and environmental conditions, and other risks which in combination with my actions can cause very severe or occasional fatal injury.

INITIAL__

To the fullest extent allowed by law, I agree to **RELEASE, DEFEND AND INDEMNIFY** Tahoe Cross Country Ski Area, Tahoe Cross Country Ski Education Association, their associates, owners, agents and employees (collectively referred to as "Tahoe Cross Country"), from any and all liability for damage or injury to myself or to any person or property while skiing, racing, or training at Tahoe Cross Country. I agree to be bound by this agreement even if such damage or injury is due to Tahoe Cross Country's alleged NEGLIGENCE. I agree to read, observe, and abide by the Skier's Responsibility Code, the Placer County Skier's Responsibility Code, and all posted notices, warnings and signs, and agree to all of the terms and conditions of Tahoe Cross Country.

INITIAL__

I have no medical or physical condition, which to my knowledge, would endanger others or myself if I participate in this program, or would interfere with my ability to participate in this program or event. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provisions herein or as consent to any subsequent waiver or modification. This agreement is governed by the laws of the applicable state or province. If any part of the agreement is determined to be enforceable, all other parts shall be given full force and effect.

INITIAL__

I expressly agree to assume all risks of injury and to release from liability and never sue Tahoe Cross Country Ski Area, Tahoe Cross Country Ski Education Association and all agents regardless of cause (including negligence).

INITIAL__

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert claims or defense which are prohibited by law.

INITIAL__

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS AGREEMENT AND RELEASE OF LIABILITY, AND AGREE THAT IT IS A CONTRACT THAT IS LEGALLY BINDING UPON ME, MY HEIRS, GUARDIANS, ASSIGNS AND LEGAL REPRESENTATIVES.

Signature of Participant

Today's Date__

Name (Print)__

Email Address:__

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian. My child is fit to participate in ski and snowshoe programs, and I consent to my child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS AND RELEASE OF LIABILITY.** Whether caused by

the negligence of the released parties or others, **I PROMISE NEVER TO SUE TAHOE CROSS COUNTRY SKI AREA OR ANY RELEASED PARTY** on my behalf or on behalf of my child regarding any claim arising from my child's participation in this program.

INITIAL__

Signature of Parent or Guardian

Today's Date__

Name (Print)__

Address

City

_State/Zip__

Whom to Notify in Case of emergency__

Phone__

all of the **RELEASORS**, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with the **RELEASORS'** participation in the **SPORTS**, and/or with the use of the facilities of Mammoth Mountain, June Mountain, Snow Summit, Bear Mountain, and/or Tamarack Cross Country Ski Center, including, but not limited to, the use of buildings and premises, terrain parks and features, chairlifts and other conveyances, rental equipment, instruction, racing, special events, search and/or rescue, and skiing, snowboarding, riding or otherwise traveling beyond the boundary (collectively the "**USE OF THE FACILITIES**").

5. **I AGREE NEVER TO SUE, AND TO RELEASE FROM LIABILITY**, Mammoth Resorts, LLC, Mammoth Mountain Ski Area, LLC, Snow Summit, LLC, the United States of America, Department of Agriculture, Forest Service, and all of their respective affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors and shareholders (collectively referred to as "**MAMMOTH**") for any property damage, injury or loss, including death, which arises in whole or in part out of my and/or my child or dependent's participation in the **SPORTS** or **USE OF THE FACILITIES**, including without limitation those claims based on **MAMMOTH'S** alleged or actual **NEGLIGENCE, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY**.

6. I acknowledge that this **AGREEMENT** will prevent the **RELEASORS** from filing suit or making any claim for damages in the event of injury or death arising from the **RELEASORS'** participation in the **SPORTS** or **USE OF THE FACILITIES**. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply



TAMARACK WAIVER 2

whenever the **RELEASORS** participate in the **SPORTS** or engage in **USE OF THE FACILITIES**. I understand and agree that each time I use my **PASS**, or anyone for whom I have executed this agreement uses his or her **PASS**, that use will constitute a renewal and reaffirmation of my and the user's acceptance of this **AGREEMENT**. **FURTHER, I UNDERSTAND AND AGREE THAT IF I RENEW OR PURCHASE A PASS FOR MYSELF OR FOR MY CHILD AT ANY POINT IN THE FUTURE, THIS SIGNED AGREEMENT WILL BE VALID AND BINDING UPON ME AND/OR MY CHILD.**

7. In the event any of the **RELEASORS** or any of their legal representatives file a claim or a lawsuit arising out of any of the **RELEASOR'S** participation in the **SPORTS** or the **USE OF THE FACILITIES**, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MAMMOTH** from and against any damages, attorney's fees or costs arising out of such a claim or a lawsuit. Additionally, I **AGREE** that this **AGREEMENT** will be admissible into evidence.

8. **I AGREE** that if **MAMMOTH** Management, Ski Patrol or Hill Safety believes that my behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke my **PASS** without my having any right of refund or reimbursement.

9. **I AGREE** that the **PASS** is non-assignable, non-refundable and cannot be transferred to another person or time period beyond the terms of the **PASS**. There are no exceptions, other than those available if Pass Protection is separately purchased. Use of my **PASS** by anyone other than me shall constitute fraud and will result in the immediate loss of all related privileges without compensation and may result in criminal prosecution.

10. **I AGREE** that if I travel beyond a resort boundary, I assume all risks associated with backcountry travel, including the risk of avalanches. **I AGREE** that I may be charged for any rescue, if available, beyond a resort boundary.

11. **I AGREE** to read and follow each and every rule stated in Your Responsibility Code, Cross Country Responsibility Code, Freestyle Terrain User's' Responsibilities, and sections 602(r) and 653i of the California Penal Code, as applicable.

12. **I AGREE** to grant to **MAMMOTH** and its advertising and promotion agencies the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my image and/or performance captured at any **MAMMOTH**-operated location. I further **AGREE** that personal information submitted to **MAMMOTH**, including name, mailing address, phone number, and email address, may be collected, processed, stored and used by **MAMMOTH** for the purposes of marketing **MAMMOTH's** products and services to me, including contacting me by email and/or by telephone, including via automated pre-recorded message. All personal information collected is subject to **MAMMOTH'S** Privacy Policy, available at www.mammothmountain.com/privacy.

13. In executing this **AGREEMENT**, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself and/or on behalf of persons for whom I have authority to execute. In the event that I execute this **AGREEMENT** on behalf of another person, and in the event that the other person brings a claim against **MAMMOTH**, **I AGREE** to defend, indemnify and hold harmless **MAMMOTH** as fully set forth in Paragraph 7 above.

14. **I ACKNOWLEDGE** that this **AGREEMENT** is binding upon me and/or any person on behalf of whom I am executing, my heirs, assigns and legal representatives. I acknowledge that this **AGREEMENT** is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the **AGREEMENT** will remain in effect and will be enforceable. I agree that any action arising under this **AGREEMENT** will be brought in a court of competent jurisdiction in the State of California. This **AGREEMENT** will be subject to and interpreted under the laws of the State of California.

THIS IS A BINDING AGREEMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature of Participant _____

Date __

Participants under the age of 18 years are required to have at least one parent or legal guardian read and sign.

Print Name of Parent/Legal Guardian

Relation__

Signature of Parent or Legal Guardian

Date __

KIRKWOOD WAIVER

COMPETITION, RACING AND TRAINING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is taking part in ski, snowboard, or other winter sport racing, competition, or training activities as an athlete, coach, staff member, spectator or other participant is referred to as "Participant." I am the Participant or, if the Participant is under 18, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing, other equipment testing, wax testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**
2. I understand the dangers and risks of the Activity and that the Participant, as a "skier" and/or "competitor" (as may be defined by statute or other applicable law), **ASSUME ALL INHERENT DANGERS AND RISKS.**
3. I expressly acknowledge and assume additional risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
4. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present, that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries occur and are common.
5. I agree that the Participant is a "competitor" at all times, whether practicing for competition or in competition, that Participant shall inspect the training and competition courses prior to participating in the Activity, and that Participant assumes the risk of all course conditions, including but not limited to course construction, layout and obstacles.
6. Additionally, in consideration for allowing the Participant to participate in the Activity, **I AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Heavenly Valley Limited Partnership, Trimont Land Company, VR US Holdings, Inc., VR CPC Holdings, Inc., and each of their affiliated companies, parent companies and subsidiaries, the resort owner or operator, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, the United States, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY PROPERTY DAMAGE, INJURY OR LOSS TO PARTICIPANT, INCLUDING DEATH, WHICH PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE**

ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY.

I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

KIRKWOOD WAIVER

9. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the state where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be the state or federal court in the state where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

10. **BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that, but for my agreement to the foregoing, the minor Participant would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old.

11. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR THE FRAUDULENT EXECUTION OF THIS AGREEMENT.**

12. I understand that this Agreement will apply for each and every day participant engages in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

13. **FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

MINOR PARTICIPANT (UNDER 18) INFORMATION

** Requires signature of Parent or Legal Guardian in the Box Below*

MINOR PARTICIPANT – Last Name, First Name, M.I. (please print)

AGE

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY CHILD OTHERWISE MAY HAVE.

ADULT INFORMATION – PARTICIPANT / PARENT / LEGAL GUARDIAN

LAST NAME, FIRST NAME, M.I. (please print)

SIGNATURE

DATE

ADDRESS – Street Address/Mailing Address (please print)

City, State

Zip Code

DATE OF BIRTH (MM-DD-YYYY)

EMERGENCY CONTACT

RELATION

PHONE NUMBER

**SUGAR BOWL/ROYAL
GORGE WINTER SPORTS
ACTIVITIES**

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY
AGREEMENT**

READ CAREFULLY BEFORE SIGNING – THIS LIMITS SUGAR BOWL’S LIABILITY

I, _____, or my child (collectively referred to as “I”, “my”, or “me”) have voluntarily chosen to participate in winter sports activities and/or other recreational activities, including alpine skiing, Nordic skiing, snowboarding, ski and snowboard racing, snow play, snow bikes, snowshoeing, snow tubing, sleigh riding, sledding, and/or all other snow sports and activities at Sugar Bowl and/or Royal Gorge (collectively, “the Activities”). I understand that my participation in the Activities poses inherent and other risks of INJURY and DEATH. The risks include, but are not limited to, loss of control; collisions with other skiers or snowboarders or spectators; and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, padded and unpadded obstacles within and adjacent to race courses, snowmaking equipment, and over-snow vehicles. The risks also include variations in terrain and snow conditions; surface and subsurface snow conditions; bare spots; bumps; moguls; ice; stumps; forest growth and debris; erosion control devices; rocks; cliffs; steep terrain; avalanches; and all risks associated with traveling in the mountains. The risks further include those associated with participating in the Activities beyond the ski area boundary or designated trails and in the backcountry, which may pose additional hazards because such areas are not patrolled and are without avalanche control. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks, half pipes, and other park features; walking in lodges and parking lots; using rental equipment; and participating in instruction, lessons, training, races, and/or special events (collectively, “use of the facilities”). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the Activities or use of the facilities.

I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for inspecting the features, and knowing and understanding my ability to encounter all terrain features prior to encountering them.

In consideration for being permitted to participate in the Activities and to engage in use of the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Sugar Bowl Corporation, the United States of America, Department of Agriculture, United States Forest Service, Royal Gorge, LLC, Truckee Donner Land Trust, special event organizers, sponsors, equipment manufacturers and suppliers, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively herein, “Sugar Bowl”) for injury or death resulting from my participation in the Activities or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Sugar Bowl. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Activities or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY that will apply whenever I participate in the Activities or engage in use of the facilities at Sugar Bowl and/or Royal Gorge. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or our heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the Activities or use of the facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the Activities or the use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any damages, attorney’s fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I enter into it freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives.

By executing this agreement, I declare under penalty of perjury that I am doing so only for myself and/or for persons who have authorized me to do so on their behalf. If I execute this document on behalf of another person, I am acting as the agent for that person, and my execution of the document expressly confirms that I have permission to agree to its terms on the other person’s behalf, and that this Release of Liability and Indemnity Agreement is binding on that person. If I execute this document without the express permission of any other person, I understand and agree that I am committing fraud against Sugar Bowl. If the person on whose behalf I have executed this release brings a claim or lawsuit against Sugar Bowl, I agree to defend, indemnify and hold harmless Sugar Bowl as fully set forth herein.

I acknowledge that Sugar Bowl and other participants may photograph or videotape the Activities and facilities. I agree that Sugar Bowl may use these recordings in any way including, but not limited to, for marketing purposes and as evidence in any

litigation, without restriction and without compensation to me.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action involving the Activities, use of the facilities, or this agreement will be brought in the courts of Placer County, California. Any disputes will be subject to and determined under the laws of the State of California.

Signature of Participant __ Date __

Prospective participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print Name of Participant __ DOB __

Print Name of Parent/Legal Guardian __ Relation __

Signature of Parent/Legal Guardian __ Date __

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

