

# Participant Agreement, Release of Liability and Waiver of Claims

**This is a legally binding document. Please read and understand its terms before signing.**

**I hereby agree** that in consideration of my use of the services and facilities of Headwall Corporation, a California Corporation, dba North Tahoe Adventures, Tahoe Treetop Adventure Park, and Squaw Valley Adventure Center and Big Blue Aerial, a California Corporation, and also services or property provided by any of the following: Granlibakken Management Company, Willem and Norma Parson, Ronald Parson, Granlibakken Property Owners' Association, North Tahoe Public Utility District, First Ascent Homeowners' Association, Squaw Valley Neighborhood Co. and Squaw Valley Ski Holdings LLC, and the aforementioned entities' respective subsidiaries, affiliates, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter, collectively referred to as the "Released Parties"), **I shall release from liability, not sue, indemnify, and hold harmless** the Released Parties, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

**Knowledge of Risks.** I acknowledge that aerial adventure park activities, high and low ropes course activities, use of zip lines, artificial rock wall climbing, running, hiking, snowshoeing, orienteering, biking, bungee trampoline activity and use of rental equipment (hereinafter, the "Activities") entail certain known and unknown inherent risks that could result in property damage, physical or emotional injury, paralysis, death, or damage or injury to third parties. I understand that such risks simply cannot be eliminated without altering the essential qualities of the Activities. These risks include, but are not limited to: the hazards of walking on uneven terrain or objects, tripping, slipping and falling, being struck by natural or manmade objects, instruction on, and use of, technical climbing equipment, equipment malfunction and/or failure, collisions with natural or manmade objects, collisions with other participants or venue employees, exposure to extreme weather conditions, encountering risks existing within a natural forest environment; including rocks, trees, stumps, pinecones, pine needles, branches and sticks, falling from heights, exposure to insect or animal bites, my own physical condition and limitations and my own failure to follow instructions related to participating in the Activities.

**Acceptance and Assumption of Risks.** I expressly agree and promise to accept and assume all of the risks existing in the Activities, whether known or unknown by me. My participation in the Activities is purely voluntary and I elect to participate in spite of the risks.

**Release of Liability/Agreement Not to Sue/Indemnification.** To the fullest extent allowed by law, I hereby voluntarily release, forever discharge, agree not to sue and agree to indemnify and hold harmless Released Parties from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Activities or my use of Released Parties' equipment or facilities, including any such Claims which allege negligent acts or omissions of Released Parties. Should Released Parties or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement as a result of my participation in the Activities, I agree to indemnify and hold Released Parties harmless for all such fees and costs.

**Rules.** I agree to abide by all rules and regulations set by Released Parties related to the Activities. I further agree to participate in the Activities in a responsible manner and not in a manner as to endanger myself or others.

**Insurance.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, in the Activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

**Venue/Governing Law/Severability.** I agree that any dispute arising from this Agreement shall be filed in the state of California, County of Placer or Nevada (whichever applicable) and that California law shall govern. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**I have read and understood this document and I agree to be bound by its terms.**

Participant's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: 07/15/2018

**If Participant is under 18 years of age, the Participant's parent or legal guardian must enter into this Agreement on Participant's behalf by signing below.**

In consideration of (print Minor's name(s)) \_\_\_\_\_ (hereinafter, "Minor(s)") being permitted by Released Parties to participate in the Activities and to use its equipment and facilities, I agree to release from liability, indemnify and hold harmless Released Parties from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I represent that I have a legal right to enter into this Agreement on behalf of the Minor.

Parent's/Guardian's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: 07/15/2018