

Activities Release



PALISADES TAHOE GENERAL RELEASE

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. In consideration for and in connection with obtaining an **IKON PASS, PALISADES TAHOE SEASON PASS and/or other pass or ticket product** (collectively referred to herein as a **"PASS"**), I hereby execute this Assumption of Risk, Release of Liability and Indemnification Agreement (the **"AGREEMENT"**) on behalf of myself and any children or dependents identified herein (collectively, the **"RELEASORS"**).
2. **WHEN I ENGAGE IN SNOW SEASON ACTIVITIES, INCLUDING WITHOUT LIMITATION SKIING, SNOWBOARDING, ICE SKATING, HOCKEY, TUBING, AND SNOWMOBILING, AND OTHER WINTER ACTIVITIES (COLLECTIVELY THE "WINTER ACTIVITIES"), I ACKNOWLEDGE THAT PARTICIPATION IN SUCH WINTER ACTIVITIES CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** I understand that Winter Activities (including without limitation those specific Winter Activities set forth above) involve numerous risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, icy or firm snow, unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, avalanches and other hazards. I also understand Skiing and Snowboarding involve risks posed by loss of balance, loss of control, falling, sliding, collisions with other skiers, snowboarders, participants or spectators, and collisions with natural and man-made objects (padded or not), including trees, rocks, fences, posts, lift towers, snow making equipment, snowmobiles and other over-snow vehicles; and carelessness and misjudgments on the part of participants and staff, including failure to follow company policies and procedures. I acknowledge that it is up to me and/or my child or dependent to have the physical dexterity and knowledge to safely load, ride and unload a lift, and that my child and/or dependent may use lifts without an adult present. I further **AGREE** that all of these risks and dangers are necessary to the sports of Skiing, Snowboarding and the other Winter Activities.
3. **WHEN I ENGAGE IN NON-SNOW ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF BIKE TRAILS, CLIMBING, CLIMBING WALL, ZIPLINE, TRAMPOLINE, BUNGEE TRAMPOLINE, HIKING TRAILS, WATER FEATURES, DRY LAND TRAINING, SLACK LINING, TENNIS, YOGA, ROLLER BLADING/SKATING, AND OTHER OUTDOOR ACTIVITIES (COLLECTIVELY THE "NON-SNOW ACTIVITIES"), I ACKNOWLEDGE THAT PARTICIPATION IN SUCH NON-SNOW ACTIVITIES CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** I understand that Non-Snow Activities (including without limitation those specific Non-Snow Activities set forth above) involve numerous risks including, but not limited to, the risks posed by steep and narrow trails and roads; impacting man-made and natural obstacles and objects, or being impacted by such obstacles or objects; jumps and other features; terrain variations; vehicles; varying and adverse weather conditions; drowning in pools, ponds or lakes; use of belaying equipment operated by myself or others; equipment failure, misuse, or malfunction; falling, slipping, jolting, jarring or shaking; carelessness and misjudgments on the part of participants and staff, including failure to follow company policies and procedures; high elevation; anxieties and fears associated with heights; encounters with plants, insects or animals, contact with other participants or their personal property; dizziness, fatigue, breaks, sprains, strains, bruises and other contusions; and property damage. I acknowledge that it is up to me and/or my child or dependent to have the physical dexterity and knowledge to safely load, ride and unload a lift, and that my child and/or dependent may use lifts without an adult present. I further agree that all of these risks and dangers are necessary to the Non-Snow Activities.
4. Despite the risks and dangers involved, and as consideration for being allowed to participate in Skiing, Snowboarding, Winter Activities and/or Non-Snow Activities (collectively, the **"SPORTS"**) through the purchase of a **PASS**, on behalf of 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 and associated infrastructure of

Palisades Tahoe Olympic Valley and/or Alpine Meadows, including, but not limited to, the use of buildings and premises, walkways and parking lots, 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**, Palisades Tahoe Resort, LLC, Palisades Tahoe Ski Holdings, LLC, Palisades Tahoe Real Estate, LLC, Squaw Creek Associates, Caldwell, LLC, California Tahoe Conservancy, Alterra Mountain Company, 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 **“PALISADES TAHOE”**) 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 **PALISADES TAHOE’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 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 PALISADES TAHOE** 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 immediately admissible into evidence in response to any claim or lawsuit filed by **RELEASORS** or on **RELEASORS’** behalf.
8. **I AGREE** that if **PALISADES TAHOE** Management 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. I further **AGREE** to abide by **PALISADES TAHOE’S Mountain Safety & Courtesy Policies**, located at <http://palisadestahoe.com/skiing-riding/mountains/mountain-safety-courtesy-policies>.
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 Users’ Responsibilities, and sections 602(r) and 653i of the California Penal Code, as applicable.
12. **I AGREE** to grant to **PALISADES TAHOE** 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 **PALISADES TAHOE**-operated location. I further **AGREE** that personal information submitted to **PALISADES TAHOE** including name, mailing address, phone number, and email address, may be collected, processed, stored and used by **PALISADES TAHOE** for the purposes of marketing **PALISADES TAHOE’S** products and services to me, including contacting me by email and/or by telephone, to fullest the extent permitted by law. All personal information collected is subject to **PALISADES TAHOE’S** 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 **PALISADES TAHOE**, I **AGREE** to defend, indemnify and hold harmless **PALISADES TAHOE** as fully set forth in Paragraph 7 above.
14. I **AGREE** that if I have purchased an **IKON** Pass, I will be required to sign an additional agreement in connection with obtaining the IKON Pass prior to utilizing the IKON Pass for the current Season, and I further **AGREE** that the terms of such agreement shall be supplemental to the terms of this **AGREEMENT**.
15. 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 the Superior Court of Placer County, 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

☒ I AGREE / Sandhya Krishna

Name:

Sandhya Krishna

Accepted By:

Sandhya Krishna

Date:

2/5/2024