

Rental Release of Liability



PALISADES TAHOE EQUIPMENT RELEASE AND GENERAL RELEASE

A. I and/or the user of this Equipment (collectively, “I,” “me” or ”my”) accept as is the Equipment listed on this form (the “Equipment”) from Palisades Tahoe (herein, the “Shop” or “Ski Area”). I accept full responsibility for the care of the Equipment during my rental period.

B. I understand that I am charged for the full time the Equipment is in my possession and not returned to the Shop. Late returns for any reason, including inclement weather, will not be an exception to this policy. If I fail to return any Equipment, I will reimburse the Shop for that Equipment at full current retail prices; this reimbursement obligation includes when the Equipment is lost, misplaced, stolen or damaged in excess of normal wear and tear.

C. The Equipment is nontransferable to a different user. If I transfer any Equipment, I agree to indemnify the Ski Area for any damages to any person or property arising out of the improper transfer. I acknowledge that I fully understand the use and function of the Equipment. I understand it is my responsibility to inspect the Equipment including, but not limited to, bindings, AFD pads, skis, snowboards, boots, and helmets, for anything out of the ordinary that may affect the Equipment’s function. I have made no misrepresentations to the Ski Area with regard to any information related to the rental and/or use of the Equipment.

D. HELMETS: I understand that no helmet can protect me from all foreseeable impacts or injury, and that participation in Sports may present situations that surpass the limits of protection offered by helmets. For maximum protection, the helmet must fit snugly and the retention system must be fastened securely at all times. **If the rental helmet experiences an impact, for your safety and the safety of future users, you agree to immediately inform Shop personnel that the helmet experienced an impact. You will NOT be charged for such normal damage to the helmet.**

E. SKI BINDINGS: I understand that the ski/boot/binding system is designed to reduce the risk or degree of injuries but will not release at all times or under all circumstances, nor is it possible to predict every situation in which the system will release, and it is, therefore, no guarantee of my safety.

F. SNOWBOARDS/OTHER EQUIPMENT: I understand that any Equipment other than ski bindings are not designed to release as the result of forces generated during ordinary use and, therefore, such equipment is no guarantee of my safety. I verify that I have been offered a leash/retention device. I agree that it is my responsibility to prevent runaway or loose equipment. I may lose my lift ticket or season pass and can be held financially liable for any damage to property or persons caused by my runaway or loose equipment.

G. REQUESTED SETTINGS/SERVICES: I authorize the shop to perform such work that is necessary to properly mount, test and/or repair the Equipment. I have verified that the release setting numbers recorded on this form correspond with the numbers appearing on the visual indicator windows of the ski bindings. I acknowledge that there may be an increased risk of injury to me as a result of my own personal preferences for the binding settings.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

“Activity” or “Activities” means skiing, snowboarding, tubing, snowshoeing, skating, ski/ride school, using Equipment, rental or repair or other shop services and/or any other uses of the area, facilities, activities, equipment or services of a Resort.

“Equipment” means any and all items that are available for rental from a Resort, including, but not limited to, skis, snowboards, boots, poles, bindings, helmets, apparel, goggles, ski bikes, other snow sliding gear, snowshoes, ice skates, and any and all other items rented by me for use in connection with any of the Activities.

"Participant(s)" means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including minor participants. As used herein, "I", "me", "my" and similar pronouns refer to each and every Participant.

"Resort" means the ski area(s) and resort(s) from which I am renting Equipment.

I UNDERSTAND AND AGREE THAT USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITIES IS HAZARDOUS, THAT INJURIES AND EVEN DEATH ARE INHERENT RISKS OF SUCH PARTICIPATION AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, TO ME OR PARTICIPANTS, THAT MAY RESULT WHILE USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITIES I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY PARTICIPANTS AND SIGNED BY AN AUTHORIZED SIGNATORY OF A RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY PARTICIPANT ENGAGES IN AN ACTIVITY AT A RESORT WITHOUT REQUIRING ME OR A PARTICIPANT TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, EACH SEASON AND/OR EACH ACTIVITY.

I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME OR A PARTICIPANT ONLINE, IN-PERSON, OR OTHERWISE TO RESORT, RESORT RENTAL SHOP TECHNICIANS, AND RESORT SKI/BOARD SCHOOL PERSONNEL WILL BE OR IS ACCURATE AND COMPLETE, INCLUDING BUT NOT LIMITED TO HEIGHT, WEIGHT, AGE AND SKIER CLASSIFICATION. I AGREE THAT IT IS MY RESPONSIBILITY TO INFORM RESORT, RESORT RENTAL SHOP TECHNICIANS, AND RESORT SKI/BOARD SCHOOL PERSONNEL OF ANY CHANGES TO MY OR PARTICIPANT'S INFORMATION PRIOR TO RENTING OR USING EQUIPMENT.

I accept for use **"AS IS"** and without any warranty express or implied, all Equipment purchased or rented for an Activity and to return either before use or promptly after discovery for replacement, repair or service any Equipment I have reason to believe to be damaged or defective. **I understand that bindings may not release, or may release, in all situations where release, or non-release, may prevent injury and therefore the bindings cannot guarantee my safety. I understand that undesired release or non-release are inherent risks of using the binding system.** In snowboarding, cross-country, telemark skiing, snowshoeing, snowblading, ski boarding with skiboards or any other Equipment not equipped with release bindings, the binding system may not be designed to, and therefore will not ordinarily, release during use. **I acknowledge that there may be increased risk of injury or death to me as a result of my own personal preference for binding setting, particularly in view of the inherent and other risks of the sport of skiing.** I understand that I may not be present when my, or minor Participant's Equipment is fitted and adjusted. I authorize employees of the Resorts to select helmet size and fit and binding settings based on the information I or another Participant has provided, and hereby waive, for myself and all other Participants, the opportunity to verify helmet size and fit and binding settings. I fully understand that, although I may be wearing a helmet, a helmet cannot guarantee my safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. I accept full responsibility for the care of the Equipment and agree to be responsible for the replacement at full retail value of any Equipment damaged or not returned.

By signing this Agreement, I, on behalf of myself and all other Participants, acknowledge the risks and dangers associated with use of the Equipment and participation in the Activities and, as a condition to being allowed to rent the Equipment and participate in any Activities agree to **(1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** while using the Equipment and while participating in any Activity; **(2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS** against any of the Resorts, the United States Department of Agriculture Forest Service, the City and County of Denver, CO, Winter Park Recreational Association, Blue Mountain Ski Club (1940), Inc., any of the Resorts, Alterra Mountain Company, IKON Pass, Inc., any Activity sponsors and Equipment manufacturers and distributors, Equipment rental shop or rental shop technician, and any of the foregoing's owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents, assignees, insurers (hereinafter, collectively, "Released Parties" and each a "Released Party") that are based on, arise or result from, in whole or in part, (i) any misrepresentation, breach or fraudulent execution in or of this Agreement or on my Equipment rental form, (ii) any Released Party's ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY by any of the Released Parties, and if the alleged incident occurred in Ontario, Alberta, or British Columbia, any duty of care owed under the Occupiers Liability Act and (iii) use of the Equipment and participation in any of the Activities; **(3) INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Participants, or caused to others or their property by me or by Participants, or brought by me or by

Participants. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending any investigation, claim or suit brought by me or any Participant, or on his, her, or my behalf. **I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I agree to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of the minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.**

This Agreement is a **legally binding contract** enforceable to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my and each Participant's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. **I further understand that by doing so I am agreeing to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of any Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.**

This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Participants expressly waive all rights under section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. I also agree that any action under this Agreement shall be governed by California law, with exclusive jurisdiction in the Superior Court of the County where the alleged incident occurred.

1. I or my child (collectively, "I," "me" or "my") have voluntarily applied to participate in winter activities and sports, instruction in those activities or sports, and use of the Equipment, and all other associated recreational activities at Palisades Tahoe Resort. I understand that these activities can be **DANGEROUS AND INVOLVE THE RISKS OF INJURY AND DEATH**. These activities include but are not limited to skiing, snowboarding, ice skating, tubing, racing, climbing, climbing wall, and rental and use of Equipment as well as participation in mini-snowmobile use, yoga, special events, instruction, coaching and/or any other recreational activities offered at Palisades Tahoe Resort (collectively, "Sports").
2. I understand that the **Sports involve numerous risks** including, but not limited to, the risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard 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 avalanche debris; and other hazards, whether the risks are obvious or not, , 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 also understand that the Sports involve risks posed by loss of balance; loss of control; falling; sliding; and collisions with trees, rocks, fences, racing gates, finish posts, timing equipment, terrain features (natural or man-made), other participants and/or spectators, snowmaking or snowgrooming equipment and their components, snowmobiles and other over snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other risks include steep, slippery, and uneven roads and trails containing ledges, sand, mud, grass, water bars, bumps, ruts, and brush (all of which can be hidden or obscured by vegetation). I further agree that even if my Equipment is in good condition, it may develop problems during use. I understand that falls are common while participating in the Sports and during use of the facilities. Minor injuries can become life threatening when they occur far away from rescue personnel or when alone. I understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person.
3. I understand that if I enter a terrain park, I should read the sign(s) at the entrance to the park and throughout the 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 knowing and

understanding my ability to encounter all terrain features.

4. Despite the risks involved in the Sports including the rental and use of the Equipment, and as consideration for being allowed to participate in the Sports including the rental and use of the Equipment, I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH that might be associated with my participation in the Sports and use of the facilities at Palisades Tahoe Resort 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 "USE OF THE FACILITIES").

5. **I AGREE TO RELEASE FROM LIABILITY AND TO NEVER SUE** Palisades Tahoe Resort, LLC, Palisades Tahoe Ski Holdings, LLC, Palisades Tahoe Real Estate, LLC, Alterra Mountain Company, Caldwell, LLC, Squaw Creek Associates, LLC, California Tahoe Conservancy, the U.S. Department of Agriculture Forest Service, and their respective owners, investors, members, landowners, sponsors, and parent, subsidiary and affiliated companies, and all their respective managers, directors, employees, agents, representatives, and contractors (collectively in this agreement, "Ski Area") for any damage, injury or death to me or my child arising from participation in the Sports or USE OF THE FACILITIES, regardless of cause, including the alleged **NEGLIGENCE, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY**.

6. I understand that this release of liability will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Sports or USE OF THE FACILITIES. I understand this is a release of liability that will apply whenever I participate in the Sports or USE OF THE FACILITIES. If I, my child, or any legal representative files a claim or a lawsuit arising out of my participation in the Sports or use of the facilities, or failure to inform Ski Area of a rental helmet that experiences an impact, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Ski Area for any damages, attorney's fees or costs arising out of such a claim or a lawsuit.

ATTENTION PARENT/GUARDIAN: FOR MINORS ONLY

I am entering my minor child into a ski/snowboard lesson. I waive the opportunity to visually inspect my minor child's ski equipment, and I waive the opportunity to verify the helmet size and fit and the binding release settings. I authorize Ski Area staff to fit the helmet and set the binding settings.

7. Any pass/ticket received in conjunction with this agreement is not transferable and may only be used by the participant/renter. Because I am being provided with or renting Equipment with the Sports, I accept the Equipment "as is" and accept full responsibility for the care of the Equipment while in my possession. I agree that I am responsible for the full replacement value of Equipment not returned. I agree to pay for any damage that exceeds normal wear and tear.

8. The Ski Area routinely collects images, content and data for commercial purposes and patrons may be readily identifiable in these images, content or data. I grant exclusive permission to the Ski Area to use my or my child's likeness and/or my content for the purpose of publicity, public relations, social media sharing or other commercial purposes without compensation and without restriction as to frequency and duration.

9. I 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 arising from or related to this agreement must be brought only in Placer County (state court) or the U.S. District Court for the Eastern District of California (federal court) as venue. This agreement is subject to and interpreted under the laws of the State of California.

Prospective participants/renters under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that he/she is the parent and/or legal guardian of the minor, that the minor is in good health, and that there are no special problems associated with the care of the Child.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. BY SIGNING BELOW, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER PARTICIPANTS NAMED IN THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN AND LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

Name:

Sandhya Krishna

Accepted By:

Sandhya Krishna

Date:

2/5/2024