

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
D.B.A DIAMOND PEAK SKI RESORT**



PARTICIPATION AND RELEASE FROM LIABILITY AGREEMENT

Please Read This Agreement Carefully. By signing this agreement, you are voluntarily giving up certain valuable legal rights to sue Diamond Peak Ski Resort for any personal injuries or death you may suffer as a result of the ski area conditions, trail maintenance and/or supervision provided in connection with skiing/snowboarding at Diamond Peak during a special event or competition.

Warning: The Activity/Sport of Skiing and Snowboarding Could Cause Serious Injury or Even Death

Please read and fully understand each provision of this agreement and agree by initialing each provision in the space provided. Additionally, please sign and date this form in the designated area.

**COMPETITION or SPECIAL EVENT or VOLUNTEER PARTICIPATION or
VIP / AMBASSADOR PASS USAGE FORM** *(Hereinafter referred to as The Event)*

☐ **ADULT** ☐ **MINOR**
(Please Check One)

Participant's Name: Last Name

First Name

Date of Birth & Age

Address: Street / PO Box

City

State

Zip Code

In reference to this entry form, the word "I" refers to an adult guest / participant and the word "we" refers to a minor and a parent or guardian. I, the undersigned, as the parent or guardian of this minor, have the authority to enter into this contract on behalf of said minor and on behalf of any other parent or guardian of said minor (all collectively referred to as "we").

In consideration of Diamond Peak Ski Resort (hereinafter referred to as Diamond Peak) allowing me/us to utilize the resort and to participate in skiing and/or snowboarding and/or other related activities (potentially after public operating hours), I/WE agree with Diamond Peak Ski Resort that:

1. (Initial) ACTIVITIES AND PARTIES INCLUDED

I/WE understand that this agreement includes all activities, facilities and equipment related to Diamond Peak, and its owners, officials, officers, employees, agents and volunteers, and specifically and expressly includes, but is not limited to, mountain facilities operated by Diamond Peak and/or affiliates or any other facilities used for skiing, snowboarding, and various recreational activities. I / We understand that certain skiing facilities are provided at Diamond Peak and that such facilities are available to minor persons whether or not they are accompanied by an adult.

2. (Initial) ASSUMPTION OF RISK

I/WE am fully aware that there are certain inherent risks in skiing and snowboarding that are an integral part of these sports, whether natural, man-made or man-modified, as defined in Washoe County Code Section 50.244, as adopted by Washoe County Ordinance No. 864 and as hereafter may be amended, and which includes, but is not limited to: changing weather conditions, variation or steepness of terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks, gullies, forest growth or rocks, stumps, lift towers and other structures and their components, collision with other skiers or snowboarders and obstacles, loading and unloading, fall from lifts, and a skier's or snowboarder's failure to ski / ride within their own ability. I/WE further understand that participation in the sport of skiing and snowboarding may be exposing me, my spouse and/or my minor child/children to these risks which could result in bodily injury, death, and/or property damage, and I/WE assume these risks.

a. (Initial)

I / We understand that any participant, competitor, racer and/or minor participating in skiing, racing or any other activities at Diamond Peak will be exposing himself or herself to the risk of bodily injury or property damage due to the nature of such activities and I / we assume such risks.

b. (Initial)

We understand that the minor's participation in the Ski / Snowboard Racing / Competition Program may require the use of ski lifts and that the minor may ride lifts alone, with other guests or with other children. We understand that the use of the lifts involves a potential risk of injury while loading, riding and unloading from a lift, including a risk of falling from a chair. We accept and assume such lift related risks.

3. (Initial) EXEMPTION FROM LIABILITY

I/WE hereby fully and forever waive, release and discharge Diamond Peak and its owners, officials, officers, employees, agents and volunteers from any and all loss, liability, claims, expenses, demands, actions, and causes of action whatsoever arising out of or related to any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death or property damage sustained by me arising out of ascending, descending, skiing, snowboarding, or any other related activities. Exemption from liability includes loss, liability, claims, expenses, damages or injury resulting from the gross negligence of Diamond Peak or from any other cause or causes.

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4. [redacted] (Initial) COVENANT NOT TO SUE

I/WE agree for myself and my heirs, executors, administrators and assigns, not to institute any suit or action at law, or otherwise, against Diamond Peak, nor to initiate or assist the prosecution of any claim for damages, or cause of action which I, my heirs, executors, administrators or assigns may have by reason of injury to myself or my property arising from the events activities.

5. [redacted] (Initial) INDEMNITY & LEGAL PROCEEDINGS

I/WE agree to indemnify and hold harmless Diamond Peak its owners, officials, officers, employees, agents and volunteers from any and all losses, liabilities, claims, expenses, arising from or related to any actions or proceedings of any kind that may arise from the activities under this agreement and shall include recovery of all costs, including reasonable attorney's fees and related expenses, associated with such actions or proceedings. This indemnification includes the right of defense by an attorney of Diamond Peak's choosing by advancement or reimbursement, as may be decided by Diamond Peak. I/WE agree that this contract is intended to provide as comprehensive and broad a release of liability, indemnification and express assumption of risk agreement as is legally possible.

6. [redacted] (Initial) CONTINUATION OF OBLIGATIONS

I/WE agree and acknowledge that the terms and conditions of this agreement shall continue in full force and effect at all times, and shall be binding upon my heirs, executors, administrators and assigns or my estate. The agreement shall be effective not only for this event but also for any subsequent events or any related activities in any way associated with Diamond Peak.

7. [redacted] (Initial) INSURANCE DISCLAIMER

I/WE understand that Diamond Peak does not provide any insurance, either medical or liability, for any incident which may arise as a result of my participation in the event or any related activities, and if I/WE want insurance of any kind, I/WE must furnish my own.

8. [redacted] (Initial) MEDICAL EXPENSES

I/WE will pay my own medical emergency expenses and all subsequent medical expenses in the event of any incident/accident, illness or incapacity, regardless of whether I/WE have otherwise authorized such expenses.

9. [redacted] (Initial) CONSENT FOR EMERGENCY MEDICAL CARE AND RELEASE OF MEDICAL INFORMATION

I/WE understand that Diamond Peak may furnish first aid care, including, but not limited to, transporting or arranging for the transportation of the injured to a facility where medical care may be provided at the cost of the injured. The furnishing of such care is in no way an admission of, or assumption of, liability on the part of Diamond Peak Ski Resort or its owners, officials, employees, agents, or volunteers. It is understood that Diamond Peak personnel will attempt to contact a parent or guardian of the minor, if possible, prior to transporting the minor by any mode of transportation to a physician and/or medical facility to render emergency medical care to said minor and we consent to such treatment.

10. [redacted] (Initial) SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

11. [redacted] (Initial) PHOTO & IMAGE RELEASE

I/WE hereby grant and release to Diamond Peak unlimited right, privilege & ownership of any images of me or my likeness captured on film, digitally or electronically, while at the event or any other locations where my image or photo might have been captured by Diamond Peak or any other person(s) and subsequently used by Diamond Peak, for any and all purposes, including commercial use. I/WE grant & release any claim related to the unlimited use of my image(s). These rights are granted for perpetuity from the date of this release forever both here in the United States of America or any other place or legal jurisdiction on planet Earth. I/WE understand my image may be used in print, broadcast, Internet or any other format by Diamond Peak or any of its agents or licensees and that images may be edited by Diamond Peak, all at its sole discretion.

I/WE testify that I/WE am physically fit, and am not under the influence of drugs, alcohol, or medication of any kind. I/WE have read and understand the contents of this contract and understand that this includes a GENERAL RELEASE OF LIABILITY and a legally binding contract between Diamond Peak and the participant of the event, and sign this contract on my own free will.

Name of Parent/Guardian (if signing for a minor): [redacted]
(please print)

Please Check One: ☐ Parent ☐ Guardian (relationship to minor)

Signature: [redacted] DATE: [redacted]

Emergency Contact: [redacted] Cell Phone Number: [redacted]