



# 2025-2026 Diamond Peak Ski Resort Uphill Season Pass

Last Name

Transaction #

Order #

1. Name (First & Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Mailing Address (required) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email (required) \_\_\_\_\_ Mobile Phone (required) \_\_\_\_\_

STAFF ONLY: Waiver Needed Photo Needed

2. Name (First & Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Mobile Phone (required)

STAFF ONLY: Waiver Needed Photo Needed

3. Name (First & Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Mobile Phone (required)

STAFF ONLY: Waiver Needed Photo Needed

4. Name (First & Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Mobile Phone (required)

STAFF ONLY: Waiver Needed Photo Needed

5. Name (First & Last) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Mobile Phone (required)

STAFF ONLY: Waiver Needed Photo Needed

Uphill use by means of skinning, snowshoeing or hiking has gained in popularity in recent years at Diamond Peak Ski Resort. The ski area welcomes and supports individuals seeking to exercise and enjoy the quiet mountain setting. We ask that uphill users follow these simple guidelines.

**Uphill Use Policy Hours:** Uphill use at Diamond Peak is only allowed from **5:30 am to 9:00 am and 4:30 pm to 7:00 pm** (must be down to the bottom by end time) other than during sanctioned events. Diamond Peak is not patrolled by first aid staff during uphill hours. In case of emergency, dial 911. No uphill access is allowed on snow mornings (2 inches of snow accumulation or more at the top of Crystal Express chairlift)

**Designated routes:** Please stay on designated uphill routes and check the website and uphill access map (Staircase on the back of the Main Lodge) before beginning your travel and only use open routes. Uphill user must ascend and descend on the same route so proper hazard recognition can take place on the way up for the ski/ride down.

**Hazards:** Since uphill use at Diamond Peak occurs outside of normal operating hours, normal hazard marking may not be in place and additional hazards may be present. Always stay clear of any hazards, including but not limited to: closures removed for grooming operations, unfinished grooming activities, unmitigated snow safety hazards, limited visibility, snowmobiles, snowmaking equipment, grooming operations, winch cat cables and other equipment.

Review the Uphill Use Policy on the website or obtain a copy at Guest Services during operating hours before applying for your Uphill Season Pass. By signing the agreement the user agrees to follow rules and regulations established by Incline Village General Improvement District when accessing Diamond Peak.

**2025-2026 DIAMOND PEAK  
UPHILL SEASON PASS AGREEMENT AND CONDITIONS OF PARTICIPATION  
PLEASE READ, INITIAL, AND SIGN**

Participant (Releasor) Name \_\_\_\_\_  
(Please Print Name)

I, as the "Participant" and as the "Releasor," understand and agree that I am signing this Agreement on my own behalf, as well as on behalf of all participants and releasors of whom I represent I have express signatory authority to execute this agreement, including without limitation any minor participants named in this Agreement. As a condition of being permitted to participate in the sport, activities, or use the facilities of Diamond Peak Ski Resort (DPSR), I or my child (collectively, "I", "My", or "Me") understand and agree to the following Conditions of Participation:

**A. I agree to read and follow the "Responsibility Code" as set forth below:**

**RESPONSIBILITY CODE:**

1. Always stay in control. You must be able to stop or avoid people or objects.
2. People ahead or downhill of you have the right-of-way. You must avoid them.
3. Stop only where you are visible from above and do not restrict traffic.
4. Look uphill and avoid others before starting downhill or entering a trail.
5. You must prevent runaway equipment.
6. Read and obey all signs, warnings, and hazard markings.
7. Keep off closed trails and out of closed areas.
8. You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
9. Do not use lifts or terrain when impaired by alcohol or drugs.
10. If you are involved in a collision or incident, share your contact information with each other and a ski area employee.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**B. I agree to read and follow the Washoe County Code Section 50.244 through 50.250, as adopted by Washoe County Ordinance No. 864, which can be made available to me at Guest Services upon my request.**

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**C. Misconduct:** Usage of an Uphill Season Pass is granted only to the individual to whom it is issued. Any fraudulent use of the Uphill Season Pass will result in prosecution to the fullest extent of the law. Conducting any kind of business on DPSR property without written consent from an authorized representative of DPSR is not permitted (ie: Ski Instructing, Retailing, Peddling Goods and/or Services) on DPSR property and any person(s) caught conducting acts of this kind or of similar nature will be prosecuted. I agree that the Uphill season pass as well as all products granting admission to DPSR are property of DPSR may be confiscated, revoked, or suspended at the discretion of an authorized DPSR employee at any time for failure to adhere to any of the rules listed above or exhibiting unsafe skiing / riding practices, not following the rules in the Uphill Use Policy, endangering oneself or others, causing a nuisance / disturbance to the public, and for any misconduct of Incline Village General Improvement District (IVGID) property, facilities and/or staff or statutes.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**D. UPHILL SEASON PASS:** I understand that my 2025-26 Diamond Peak Ski Resort (DPSR) Uphill Season Pass must be worn visibly at all times participating in Uphill activities. DPSR makes no guarantees with respect to the duration of the season. DPSR, at its sole discretion, will determine the length of the season based upon snow conditions and other variables. **LOST, STOLEN OR FORGOTTEN PASSES:** A \$25 fee will be charged to replace a lost or stolen pass. All Uphill Season passes will be replaced at the Diamond Peak Guest Services window during our regular open hours. Anyone found using a Uphill Season Pass that has been reported missing will be prosecuted. **REFUNDS:** 2025-26 Uphill Season Pass holders are eligible for a refund on **unused** passes if requested by January 15, 2026; a **\$25 processing fee** will be applied for each Uphill season pass refunded.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**H. Uphill Travel Policy:** I agree to read and follow DPSR's uphill travel policy before participating in Uphill travel at DPSR, this includes skinning, snowshoeing or hiking. Information regarding the Uphill Access Policy and Updates are made available for me at <https://www.diamondpeak.com/the-mountain/uphilling/> or obtain a copy at Guest Services during operating hours.

**Uphill Hours/Dates:**

- 2025-26 Uphill Season Dates: December 19 through closing day (conditions permitting)
- You are responsible for checking the website and uphill board behind the main lodge for information about which routes are open. AM Uphill is from 5:30am – 9:00am (you must be back to the bottom by 9am). PM Uphill is from 4:30pm – 7:00pm (you must be back to the bottom by 7pm).
- Diamond Peak is not patrolled by medical staff during uphill hours. In case of emergency, dial 911.
- Uphill routes D & E (to Snowflake Lodge) will be closed on Wednesday afternoons when Last Tracks events are taking place due to grooming activity along those routes.

**Messaging & Text Alerts:** Updated Uphill Access information may be obtained on this webpage and on the reader board located behind the main lodge on the staircase facing the deck. Email updates may be sent out to Uphill Pass holders periodically so make sure we have your current email and confirm you are receiving updates. Email info@diamondpeak.com if you need to update your email address on file or are not receiving email updates. Get text updates when uphill access is closed due to snowfall or other reasons and avoid a trip to the mountain. Diamond Peak will utilize a SMS/Text messaging service to facilitate communication of Uphill Access closures, changes to hours of operation, and other relevant information. You must consent to receive these SMS/Text messages and understand that SMS/Text messaging fees may apply (please contact your carrier for details).

**Uphill Use Policy:**

- Uphill access is limited to IVGID Recreation Pass holders and 2025-26 Diamond Peak Season Pass holders only. Both groups must ALSO obtain a 2025-26 Uphill Access Pass and display it during use. This pass can be purchased at the Ticket Windows between the hours of 12:00pm and 4:00pm starting in early January or at the start of the uphill season, whichever comes first.

- You must abide by the Washoe County Skiers Responsibility Code Skier/Snowboarder Safety Act.
- Please check this webpage for updates and closures, and check the information sign board located at the back of the main lodge every time before uphill use. The mountain or certain routes may be closed to uphill access for snow safety, snowmaking, grooming, race training or other reasons. Respect these closures and turn around if uphill access is closed.
- Constantly be on the lookout for snowmobiles, snowmaking equipment, groomers, winch cats and winch cables.
- Do not enter areas where machinery is in use.
- The majority of machinery operates after hours. Pay close attention at all times.
- Stay at least 100 feet from grooming machines, winch cats, winch cables (whether stationary or moving) or operating snowmaking equipment.
- Stay to the side of the trail. When traveling in groups please proceed in a single file to respect the groomed surfaces.
- Uphill access is only allowed during the defined Uphill Access season (above), conditions permitting.
- Use of all Terrain Park features is prohibited outside of normal operating hours.
- Headlamp or flashlight is required and must be on at all times (even during daylight) to alert any downhill guests/ski patrollers of your location. Reflective clothing preferred.
- Dogs are not allowed to accompany uphill access users, no exceptions.
- If your presence on resort property presents a hazard or the resort staff feels that you are impeding the operations of the resort, you may be directed to utilize a different location. You must follow such direction or you will be asked to leave the premises and your Uphill Pass may be revoked.
- All ungroomed and/or closed trails are closed for uphill use.
- Stay on the same designated route both uphill and downhill (i.e. skin up the same route you intend to ski/ride down). Designated routes may be updated daily depending on conditions, grooming equipment, or snowmaking.
- While downhill skiing or riding you must follow all of the above guidelines pertaining to trail access/use, out-of-bounds skiing/riding, and caution of safety hazards.
- Uphill use is not permitted in the mornings on snow days (2 inches or more fresh snow overnight at the top of Crystal Ridge).
- Uphill use may be suspended at any time without notice.
- Please park your vehicle respectfully, making a conscious effort to fit into one designated spaces between the yellow lines.

**Hazards:**

Participants must be aware of and avoid mountain hazards which include but are not limited to:

- Snowmaking hoses – Warning, high pressure. Do not ski over snowmaking hoses.
- Electrical cords – Danger. Do not walk or ski over electrical cords. They are 480 volts or greater, and are live even when snow gun is not operating. In general, avoid traveling between snowmaking machinery and the tree line.
- Snowmaking hydrants – Stay away from hydrants. While in use they will not have pads on them.
- Snowmobiles – Stay away from snowmobiles, and if you see one, make yourself visible.
- Snow Cats/Grooming Machines – Give Snow Cats a wide berth and make yourself visible to operators. Do not assume they can see you. Do not ski down directly behind grooming machinery in the fresh corduroy.
- Winch Cat Operations – Dangerous cable. Winch Snow Cats attach to cables to groom on steep slopes. Such work will involve cables stretched tight across the terrain on the slope and above the slope. This is very dangerous. Under no circumstance may anyone access any area within the resort where winch cat operations are taking place. Skiing into them can result in serious injury or death. Winch cables are known to move in any direction and can jump multiple feet into the air when in use. IF YOU SEE A FLASHING BEACON DO NOT TRAVEL BEYOND IT.
- Other hazard areas, operations or conditions may exist on the mountain including but not limited to the following risks: collisions with other skiers or riders, natural and manmade objects, marked and unmarked obstacles, trees, rocks, cliffs, fences, lift towers and their components, moving conveyances, ropes and tows, snowmaking equipment, over the snow vehicles such as snowmobiles or grooming equipment, unfinished grooming activity, loss of control, variations in terrain and snow conditions, bare spots, bumps, moguls, ice, stumps, tree wells, forest growth and debris, erosion control devices, terrain park features, changing weather conditions, extreme cold, hypothermia, high elevation, stable or unstable snow, surface or subsurface conditions, creeks, gullies, forest growth and debris, steep terrain, deep snow, snow immersion suffocation, avalanches triggered in-bounds and out of bounds, and avalanche debris. The risks also include, loss of balance, falling, losing control, and negligence, carelessness, or misjudgment by DPSR's employees or other staff, delayed or limited access to medical care, limited padding and marking of obstacles or objects, risk associated with loading and unloading lifts, fall from lifts, and another Participants in the Activities failure to ski / ride within their own ability, and walking on the resort property and parking lots.
- Diamond Peak is a mountain environment that requires your alertness, common sense and caution. Read and obey all signs. Be sure your physical condition permits you to hike, ski, snowboard, skin or otherwise use resort facilities. Be aware that high elevation can accentuate existing health problems and concerns.
- There is no on-site medical/rescue response before or after hours and assistance may take an increased amount time to arrive. In case of emergency, call 911. During resort hours of operation, Dispatch may be reached at (775) 832-1225

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**G. Boundary Policy & Backcountry Gate:** DPSR's does not offer backcountry skiers and snowboarders access to the backcountry during the hours of Uphill Operations. Uphill travelers must ascend and descend on the same route and use the designated Uphill routes.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

# 2025-2026 Diamond Peak Uphill Season Pass Waiver of Liability

PLEASE READ, INITIAL AND SIGN

**SEASON PASS PRIVILEGES:** I understand that my 2025-26 Diamond Peak Ski Resort (DPSR) Uphill Pass must be worn visibly at all times when on the mountain. DPSR makes no guarantees with respect to the duration of the season. DPSR, at its sole discretion, will determine the length of the season based upon snow conditions and other variables. Usage of an Uphill Pass is granted only to the individual to whom it is issued. Any fraudulent use of the Uphill Pass will result in prosecution to the fullest extent of the law. Conducting any kind of business on DPSR property without written consent from an authorized representative of DPSR is not permitted (ie: Ski Instructing, Retailing, Peddling Goods and/or Services) on DPSR property and any person(s) caught conducting acts of this kind or of similar nature will be prosecuted. The Uphill Pass as well as all products granting admission to DPSR are property of DPSR and may be confiscated, revoked, or suspended at the discretion of an authorized DPSR employee at any time for failure to adhere to any of the rules listed above or exhibiting unsafe skiing / riding practices, endangering oneself or others, causing a nuisance / disturbance to the public, and for any misconduct of Incline Village General Improvement District (IVGID) property, facilities and/or staff or statutes.

**LOST, STOLEN OR FORGOTTEN PASSES:** A \$5 FEE will be charged to replace a lost or stolen Pass. All Uphill Passes will be replaced only at the Diamond Peak Guest Services window.

Initials: (1)  (2)  (3)  (4)  (5)

**ASSUMPTION AND ACKNOWLEDGMENT OF RISKS:** I understand that there are certain inherent risks involved in my Participation in the Activities which poses risks of **INJURY** and **DEATH**. The risks are an integral part of My Participation in the Activities, and I agree to accept those risks associated with the Activities, including those not expressly listed in this Agreement, and those which are known or unknown to me. I, on my own behalf and on behalf of all Releasors, understand and agree that the Activities involve hazards and risks including but not limited to: changing weather conditions, extreme cold, hypothermia, high elevation, variation or steepness of terrain, snow or ice conditions, stable or unstable snow, surface or subsurface conditions, bare spots, bumps, moguls, creeks, gullies, forest growth and debris, tree wells, stumps, rocks, erosion control devices, cliffs, steep terrain, deep snow, snow immersion suffocation, avalanches triggered in-bounds and out of bounds, and avalanche debris. The risks also include, loss of balance, falling, losing control, collision with other skiers or snowboarders, collisions with natural and man-made objects, marked or unmarked obstacles including but not limited to, lift towers and other structures and their components, fences, trees, rocks, snow making equipment, over-snow vehicles, including snowmobiles, snowcats and grooming equipment, and negligence, carelessness, or misjudgment by DPSR's employees or other staff, delayed or limited access to medical care, limited padding and marking of obstacles or objects, risk associated with loading and unloading lifts, fall from lifts, and another Participants in the Activities failure to ski / ride within their own ability. Other risks include those associated with the Use of the Facilities at DPSR, including using mountain transportation, rugged mountain terrain, use of lifts, moving conveyances, ropes and other tows, terrain parks, half pipes, rails and other park features, walking in lodges and parking lots, slick and uneven walking surfaces, and participating in lessons, races, outings and special events (collectively "use of the Facilities"). Despite these risks and all other inherent risks, I have read, understand, and signed the Uphill Policy acknowledging that my Participation in the Sport may expose me, my spouse and/or my minor child/children to these risks which could result in bodily **injury, death, and/or property damage**, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL THE RISKS OF INJURY OR DEATH, AND VOLUNTARILY CHOOSE TO ALLOW Releasors to take part in the Activities** Anyone leaving the DPSR boundaries must assume full risk & by their action releases DPSR from any claim.

Initials: (1)  (2)  (3)  (4)  (5)

**MEDICAL CARE:** I understand and acknowledge that no medical personnel or ski patrol service will be available outside of operating hours when uphill travel is allowed. DPSR does not undertake any responsibility to provide medical care, rescue, or assistance in the event of an injury, illness, or other emergency during hours that the ski area is not open for business. In the event of an emergency during non-operational hours I understand that I need to call 911. I understand that DPSR's personnel are not medical professionals, and **I AGREE AND AUTHORIZE** any representatives of DPSR to administer first aid to me or to my child as they deem reasonably necessary. I authorize DPSR representatives to call for and consent to medical care for me and/or an injured minor child, including but not limited to, transportation to a facility where defined medical care can be provided, hospital, surgical, dental or other medical care at no expense to Diamond Peak or IVGID. I further authorize and consent to any care, treatment or procedure instructed, directed or advised by the attending physician, surgeon, dentist or of the staff of the applicable hospital, urgent care, dentist office or other medical facility. I understand that the furnishing of medical care is in no way an admission or an assumption of liability on the part of DPSR, IVGID, its officers, agents or employees. Without limiting any other provision hereof, I disclaim, waive and release, and covenant not to sue Diamond Peak for negligence related to or arising from any care, treatment or procedures provided pursuant to this Agreement and the foregoing authorization and consent, and shall indemnify and hold DPSR harmless of and from any and all Claims related to or arising from any care, treatment or procedures provided pursuant to this Agreement and the foregoing authorization and consent, including without limitation, any charges, costs or expenses of any hospital, urgent care, dentist office or other medical facility, or physician, surgeon, dentist or other staff.

Initials: (1)  (2)  (3)  (4)  (5)

**Terrain Park Use:** I acknowledge that Use of all Terrain Park features is prohibited while descending during Uphill hours.

Initials: (1)  (2)  (3)  (4)  (5)

**Backcountry Access and Travel:** I understand and acknowledge that utilizing the Backcountry gate DPSR offers is strictly prohibited when utilizing my Uphill Season Pass and I must stay on designated uphill routes and check the website and uphill access map (on the staircase in the back of the Main Lodge) before beginning my travel and only use open routes. Uphill users must ascend and descend on the same route so proper hazard recognition can take place on the way up for the ski/ride down.

Initials: (1)  (2)  (3)  (4)  (5)

**CONSENT TO RECEIVE TEXT MESSAGES:** Diamond Peak will utilize a SMS/Text messaging service to facilitate communication of Uphill Access closures, changes to hours of operation, and other relevant information. I consent to receiving these SMS/Text messages and understand that SMS/Text messaging fees may apply (please contact your carrier for details). I understand that I must abide by all Uphill Access closures, whether communicated by SMS/Text message, by email, on the Uphill Access page of the Diamond Peak website, or on the Uphill Access message boards at the resort. I understand that if ANY of these communication channels says that Uphill Access is closed for the day, **I WILL NOT ACCESS THE MOUNTAIN**.

Initials: (1)  (2)  (3)  (4)  (5)

**PHOTO AND IMAGE RELEASE AND CONSENT TO USE:** I acknowledge, and agree on behalf of myself and all Releasors, and hereby grant and release to Diamond Peak Ski Resort and their advertising and promotion agencies acting on their behalf, the unlimited right, privilege and ownership of any images of me or my likeness captured on film, digitally or electronically, while at the resort 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 grant and 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 understand and agree my image may be used or published in any and all forms of media now known or hereafter devised, including without limitation in print, broadcast, social media, 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 further understand and agree my and the Releasors' images and/or performances may be published or distributed without further approval or compensation.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**WAIVER, RELEASE OF LIABILITY, AGREEMENT NOT TO SUE AND INDEMNIFICATION:** In consideration for being permitted to Participate in the Sport, Activities, and to Use the Facilities, I AGREE, on my own behalf and on behalf of all Releasors, TO RELEASE FROM ANY LEGAL LIABILITY AND NEVER TO SUE Diamond Peak Ski Resort, Incline Village General Improvement District, the United States of America, Department of Agriculture, United States Forest Service, Diamond Peak Ski Resort or Incline Village General Improvement District's owners, directors, officers, partners, investors, shareholders, members, agents, employees, instructors, volunteers, coaches, guides, landowners, parent and subsidiary companies, affiliated companies, third party vendors, special event organizers, sponsors, and all of their successors, heirs, assigns, (collectively herein, "Released Party" or "DPSR" or "Diamond Peak") for any injury, death or property damage resulting from my Participation in the Sport, Activities, or Use of the Facilities, regardless of the cause, including the alleged or actual NEGLIGENCE of Diamond Peak, including but not limited to employee carelessness, misjudgments, or conduct arising from any person's alleged failure to follow company policies and procedures, breach of any statutory duty where legally permissible, BREACH OF CONTRACT, or BREACH OF WARRANTY by any of the Released parties.

Peak including but not limited to employee carelessness, misjudgments, or conduct arising from any person's alleged failure to follow company policies and procedures,

I further AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DIAMOND PEAK for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my Participation in the Sport, 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 Sport, Activities, or the Use of the Facilities at Diamond Peak, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Diamond Peak for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit and understand Diamond Peak may cross-claim. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I understand and agree that by accepting this Agreement and signing this RELEASE OF LIABILITY it will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from My Participation in the Sport, Activities, or Use of the Facilities at DPSR. I further 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 person to accept the terms and conditions of this Agreement and agree to personally INDEMNIFY, HOLD HARMLESS AND RELEASE Released Parties from any and all claims brought by or on behalf of the Minor persons or those persons for whom I have executed this Agreement.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

By signing this agreement, I acknowledge and accept the terms outlined in the Conditions of Participation, Release of Liability, and Indemnity Agreement. I agree that all claims related to injury and/or death arising from an alleged incident shall be governed by Nevada law. The jurisdiction and venue are agreed to be exclusively in Washoe County, Nevada. I VOLUNTARILY AND IRREVOCABLY WAIVE ON BEHALF OF MYSELF AND ALL RELEASORS ANY OBJECTION TO SUCH LAW AND JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW.

Initials: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

As an UPHILL PARTICIPANT, I understand that a Diamond Peak UPHILL PASS is a privilege that may be revoked or suspended at any time due to inappropriate behavior. I and/or my dependents acknowledge that we have read, understand and will abide by all Diamond Peak Ski Resort Uphill policies governing the use of your uphill pass and use of Diamond Peak facilities. A parent or guardian of a minor child must initial and sign

**THIS IS A FIVE PAGE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
DO NOT SIGN IT UNLESS YOU HAVE READ IT,  
UNDERSTAND IT AND AGREE WITH ITS TERMS**

Date: \_\_\_\_\_

(1) Signature

(2) Signature

(3) Signature

(4) Signature

(5) Signature

