

**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 or participating in a special event/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(s)")

The word "I" refers to an adult guest / participant. If entering this agreement on behalf of a minor/ participant, I represent and agree that I, the undersigned, as the parent or guardian of the minor/participant, 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 "I/we").

In consideration of Diamond Peak Ski Resort (hereinafter referred to as "Diamond Peak" or "DPSR") allowing me/us to utilize the resort and to participate in skiing and/or snowboarding and/or other related activities or events (potentially after public operating hours), **I/WE understand and agree to the following Conditions of Participation:**

1. [Redacted] (Initial) RESPONSIBILITY CODE:

I/We agree to read and follow the "Responsibility Code" as set forth below:

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.

2. [Redacted] (Initial) WASHOE COUNTY CODE

I/We 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.

3. [Redacted] (Initial) MISCONDUCT

Usage of a season pass/day ticket and participation in the event is granted only to the individual to whom it is issued. Any fraudulent use of the Season Pass or Day Ticket 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/We agree that the 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, 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.

4. [Redacted] (Initial) BOUNDARY POLICY & BACKCOUNTRY GATE:

DPSR's offers backcountry skiers and snowboarders access to the backcountry surrounding the resort via a dedicated access gate located near the top of the Crystal Express Chairlift. I understand that DPSR's does not maintain, monitor, or patrol terrain beyond the ski area boundary (as outlined on the trail map). If I/We travel beyond the ski area boundary, I/We agree to assume all risks and responsibility associated with travel beyond the boundary. I/We also understand if I am traveling beyond the ski area boundary, minor injuries can become life threatening when they occur away from rescue personnel or when I/We am/are alone. I/We also understand that it may take a significant amount of time for rescue personnel, who may not be affiliated or associated with DPSR, to locate and reach an injured person. I/We understand that if I/We need to be rescued while I am beyond the ski area boundary I/We will be charged for any rescue efforts, if available. If I/We travel beyond the ski area boundary I/We understand that I/We must review the Backcountry Gate section on DPSR's website available at <https://www.diamondpeak.com/the-mountain/backcountry-gate/>, but this is not a guarantee of my/our safety for which I/We am/are solely responsible for and I/We agree to assume all risks inherent in backcountry travel.

5. [Redacted] (Initial) UPHILL TRAVEL POLICY:

I/We agree to read and follow DPSR's uphill travel policy and sign the Diamond Peak Ski Resort Uphill Season Pass Agreement 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/>

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

1. [REDACTED] (Initial) ASSUMPTION AND ACKNOWLEDGMENT OF RISKS

I/We understand that there are certain inherent risks involved in My/Our Participation in the Activities and in the Event which poses risks of **INJURY** and **DEATH**. The risks are an integral part of My/Our Participation in the Activities and in the Event, and I/We 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/us. I/We, on my own behalf and on behalf of all Releasers, 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 or Event's 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"). 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. I/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. I/We accept and assume such lift related risks. Despite these risks and all other inherent risks, I understand 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/WE AGREE TO EXPRESSLY ASSUME ALL THE RISKS OF INJURY OR DEATH, AND VOLUNTARILY CHOOSE TO ALLOW Releasers to take part in the Activities.**

2. [REDACTED] (Initial) MEDICAL CARE

I/We understand that DPSR's personnel are not medical professionals, and **I/WE AGREE AND AUTHORIZE** any representatives of DPSR to administer first aid to me/us as they deem reasonably necessary. I/We 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/We 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/We 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/We 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. 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.

3. [REDACTED] (Initial) TERRAIN PARK USE

I/We acknowledge that before entering a terrain park, I/We must assess the elements and terrain to evaluate the risks and level of difficulty before skiing or riding over them. I/We understand that snow conditions and terrain features will change throughout the day. It is my/our sole responsibility to be aware of and understand my/our ability to navigate all terrain features in a safe manner. I/We understand that terrain parks involve certain inherent risks of **INJURY** or **DEATH**, and if I/We voluntarily choose to enter the terrain park, accept the risks involved in the activities including those not expressly listed in this Agreement.

4. [REDACTED] (Initial) BACKCOUNTRY ACCESS AND TRAVEL:

I/We acknowledge that traveling beyond the ski area boundary or into the backcountry comes with additional hazards which may result in **INJURY OR DEATH** and I/We agree to assume all risks inherent in the backcountry. DPSR offers access to the backcountry via a dedicated backcountry gate located near the top of the Crystal Express Chairlift. These areas are not patrolled and do not undergo avalanche mitigation. I/We understand that even minor injuries can become life-threatening when they occur far from rescue personnel, and that it may take a significant amount of time for rescuers to locate and reach an injured person. I/We also acknowledge that if I/We require rescue beyond the ski area boundary, I/We will be responsible for any associated costs, if rescue services are available as the area is not patrolled by DPSR. If I/We choose to travel beyond the ski area boundary, I/We understand that I/We must read and follow the Backcountry Travel Policy at:

<https://www.diamondpeak.com/the-mountain/backcountry-gate/>

5. [REDACTED] (Initial) UPHILL ACCESS AND TRAVEL:

If I/We Participate in the Sport by uphill travel or skinning, including but not limited to, skinning, snowshoeing or hiking, I/We understand and agree that doing so poses additional hazards which may cause **INJURY OR DEATH**. I/We understand that I may encounter snowmobiles, snowcats, winch cables, and unmarked obstacles. If I/We Participate in Uphill Travel or Skinning, I/We understand that I/We must sign the Diamond Peak Ski Resort Uphill Season Pass Agreement read and follow DPRS Resort's Uphill Use Policy available at: <https://www.diamondpeak.com/the-mountain/uphilling/>

6. [REDACTED] (Initial) PHOTO & IMAGE RELEASE:

I/WE acknowledge, and agree on behalf of myself and all Releasers, 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/WE 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/WE 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/WE further understand and agree my and the Releasers' images and/or performances may be published or distributed without further approval or compensation.



7. (Initial) **WAIVER, RELEASE OF LIABILITY, AGREEMENT NOT TO SUE AND INDEMNIFICATION:**

In consideration for being permitted to Participate in the Sport, Activities, the Event and to Use the Facilities, I/We 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/our Participation in the Sport, Activities, the Event 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..

I/We further AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DIAMOND PEAK for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my/our Participation in the Sport, Activities, the Event or Use of the Facilities. Additionally, in the event I/We file or the minor child or any legal representative files a claim or a lawsuit arising out of my/our Participation in the Sport, Activities, the Event or the Use of the Facilities at Diamond Peak, I/WE 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/We nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, the minor, my/our heirs, assigns and legal representatives.

I/We understand and agree that by accepting this Agreement and signing this RELEASE OF LIABILITY it will prevent me, my child, the minor or my/our heirs from filing suit or making any claim for damages in the event of injury or death from My/Our Participation in the Sport, Activities, or Use of the Facilities at DPSR. I/We 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.

8. (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.

9. (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.

10. (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. (Initial) **APPLICABLE LAW, JURISDICTION AND VENUE**

This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of Nevada. The Washoe County Superior Court shall have jurisdiction over the matters presented herein.

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

ADULT MINOR

Participant's Name: First Name Last Name Date of Birth

Address: Street / PO Box City State Zip Code

Cell Phone # (in case we need to reach you) Email (in case we need to follow up)

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 and sign this contract on my own free will.

Signature: Date:

Emergency Contact: Cell Phone Number:

Name of Parent/Guardian (if signing for a minor):

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