

**Diamond Peak Ski Education Foundation
(Diamond Peak Ski Team)**

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
THIS IS A RELEASE OF LIABILITY – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS**

Participant's Name: Last: _____ First: _____ Middle: _____
Parent/Guardian Name: Last: _____ First: _____ Middle: _____
Date: _____ Participant Age: _____ Participant Date of Birth: _____
Participant Residence Address: _____
Participant Tahoe Area Address: _____
Participant Cell Phone: _____ Participant Email: _____
Parent/Guardian Cell Phone: _____ Parent/Guardian Email: _____

The Diamond Peak Ski Education Foundation (d/b/a Diamond Peak Ski Team) requires the acceptance of this agreement by or on behalf of the above-named Participant(s) as a condition of and as consideration for participation in any Sports, races, camps and other activities provided by the Diamond Peak Ski Team. This agreement applies to all activities. Please read carefully as this is a legally binding agreement.

Definitions:

“DPSEF” means the Diamond Peak Ski Education Foundation, d/b/a Diamond Peak Ski Team, and its members, volunteers, employees, contractors, directors, officers and agents, and the members of its race and event organizing committees and race juries constituted from time to time for various events and competitions.

“IVGID” means the Incline Village General Improvement District, and its employees, trustees, officers and agents.

“DPSR” means the Diamond Peak Ski Resort, which is owned and operated by IVGID, and its employees, managers, officers and agents.

“Biste” means Biste Technologies, LLC, and its members, managers, officers and agents.

“IBP” means Incline Business Park, LLC, and its members, managers, officers and agents, including NAI Alliance.

“USSA” means the United States Ski and Snowboard Association, and its various divisional and regional organizations, including but not limited to Far West Skiing.

“Released Parties” means each of the above-named persons and entities, and others, as further detailed in Paragraph No. 4, below.

“I,” “me” and “my” mean the above-named Participant(s) and any Parent/Guardian signing for Participant(s).

DPSEF operates ski team programs and other activities at DPSR, under a contract between DPSEF and IVGID. Neither IVGID nor DPSR are affiliated with DPSEF. DPSEF operates its learning/education center on premises leased by DPSEF from IBP. DPSEF provides training on a ski simulator leased by DPSEF from Biste. DPSEF provides a variety of camps and other indoor and outdoor athletic and other training activities in conjunction with its programs.

Agreement:

1. I understand that my participation in indoor and outdoor winter and summer activities, and all other recreational activities provided by DPSEF can be **DANGEROUS AND INVOLVE THE RISKS OF INJURY AND DEATH**. These activities include but are not limited to skiing, alpine ski racing, race training, camps, Ullrfest torchlight parade and bonfire, skier-cross, skiing in trees, moguls, chutes, terrain parks and half pipes, snow sports, water sports, ice skating, inline skating, roller blading, hiking, cycling, mountain-biking, unicycling, slack-lining, climbing, conditioning, weight training, balance, agility and dry land training, ski practice and instruction on an endless slope ski simulator and other ski simulation devices, and other recreational activities which may be available locally or while travelling with DPSEF to races and camps (all of the above, collectively, the “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 hazards and obstacles; thin snow cover; bare spots; bumps; moguls; stumps; forest growth and debris; creeks and gullies; erosion control devices; rocks; cliffs; steep terrain; deep snow; avalanches and avalanche debris; and other hazards, whether the risks are obvious or not. I also understand that the Sports involve risks posed by loss of balance; loss of control; falling; twisting; bending; sliding; and collisions with ground, trees, rocks,

fences, racing gates, finish posts, timing equipment, terrain features (natural or man-made), other participants and/or spectators, lift towers, snowmaking or snow-grooming 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. I further agree that my equipment must be in good condition, but even so it poses risks to me if it develops 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.

In addition to the risks mentioned above, the inherent risks of skiing and ski racing include those dangers and conditions which are an integral part of the sport of skiing and ski racing, whether natural, man-made, or man-modified, including, but not limited to, changing weather conditions, natural and man-made terrain features, variation or steepness of terrain and race course design, collisions with other skiers and racers, collisions with lift towers, structures and other obstacles, collisions with race course features such as fencing, ropes, barriers and racing gates, equipment malfunctions, and a skier's or racer's failure to ski within the skier's own ability. Such inherent risks can result in personal bodily injury, including death and/or property damage.

3. Despite the risks involved in the Sports and as consideration for being allowed to participate in the Sports, **I AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** that might be associated with my participation in the Sports and my use of any facilities, camps or programs owned, operated or provided by DPSEF, wherever located (collectively, "use of the facilities" or "use the facilities").

4. **I HEREBY RELEASE FROM LIABILITY AND AGREE TO NEVER TO SUE DPSEF, IVGID, DPSR, BISTE, USSA and IBP**, and their respective directors, trustees, officers, members, managers, owners, employees, agents, representatives, and contractors and each of their respective heirs, successors and assigns (collectively, "Released Parties") for any damages, injury or death to me arising from participation in the Sports or use of the facilities, regardless of cause, **including the NEGLIGENCE** of any Released Parties.

5. 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 the facilities.

6. 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, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties for any damages, attorney's fees, and other costs arising out of such claim or lawsuit.

7. The Released Parties routinely collect images, content and data for commercial purposes and patrons may be readily identifiable in these images, content or data. I grant non-exclusive permission to the Released Parties to use my likeness and my content for the purpose of publicity, public relations, social media sharing or other commercial purposes without compensation and without restriction as to frequency, geographic area or duration.

8. By signing this agreement, I represent and warrant to the Released Parties that I am doing so only for myself and/or on behalf of persons for whom I have proper legal authority as parent or guardian. If I execute this agreement on behalf of another person, I am acting as the agent for that person, and my signature confirms my permission and authority to sign on the other person's behalf, and that this agreement is binding on that person. If the other person brings a claim or lawsuit against any Released Parties, I agree to defend, indemnify and hold harmless the Released Parties as fully set forth in Paragraph 6 above.

9. I agree that this entire agreement is binding on me, my child, and my heirs, successors, 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 lawsuit arising from or related to this agreement, the Sports, or use of the facilities must be brought only in an appropriate court of competent jurisdiction located in Washoe County, Nevada as venue, and I consent to the jurisdiction of said court or courts. This agreement is subject to and interpreted under the laws of the State of Nevada.

I have read and understand the contents of this agreement, agree to its terms, and sign it of my own free will.

X _____
Participant

X _____
Parent or Guardian if under 18

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