

DPSEF AGREEMENT OF INFORMED CONSENT AND WAIVER

Your participation in any activity provided by the Diamond Peak Ski Education Foundation (“DPSEF”) is contingent on accepting this Agreement. Please read carefully as this is a legally binding agreement.

Definitions:

1. “DPSEF” means the Diamond Peak Ski Education Foundation, the Diamond Peak Ski Team, and its members, volunteers, employees, contractors, directors, officers, agents, and the members of its race and event organizing committees and race juries constituted from time to time for various events and competitions.
2. “IVGID” means the Incline Village General Improvement District, and its employees, trustees, officers, and agents.
3. “DPSR” means the Diamond Peak Ski Resort, which is owned and operated by IVGID, and its employees, managers, officers, and agents.
4. “Electric Snow” means Tom Talmon Studio, Inc., doing business as Electric Snow, and its shareholders, directors, officers, employees, agents, vendors, distributors, and representatives.
5. “IBP” means Incline Business Park, LLC, and its members, managers, officers and agents, including NAI Alliance.
6. “Released Parties” means each of the above-named persons and entities, and others, as further detailed in Paragraph No. 4, below.

DPSEF operates ski team programs and other activities at DPSR under an operating agreement with IVGID, but DPSEF is not affiliated with DPSR or IVGID. DPSEF operates its learning/education center on premises leased by DPSEF from IBP. DPSEF provides training on a ski simulator manufactured and distributed by Electric Snow. DPSEF provides a variety of 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, without limitation, skiing, alpine ski racing, race training, Ullrfest torchlight parade and bonfire, skiercross, 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, and ski practice and instruction on an endless slope ski simulator and other ski simulation devices (all of the above collectively, “Sports”). Sports also include various other recreational activities which may be available locally or while travelling with DPSEF to races and camps.

2. I understand that 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; other skiers, and other hazards, whether the risks are obvious or not. I also understand that Sports involve risks posed by loss of balance; loss of control; falling; twisting; bending; sliding; and collisions with 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 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.

2. 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. The inherent risks of participating in Sports include exposure to infectious diseases such as the novel coronavirus while participating in activities with DPSEF and/or while using DPSEF facilities and equipment, and the risk of resulting sicknesses or death from disease.

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

I HEREBY RELEASE FROM LIABILITY AND AGREE TO NEVER TO SUE DPSEF, IVGID, DPSR, ELECTRIC SNOW 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 damage, injury or death to me arising from participation in Sports or use of the facilities, regardless of cause, excepting gross negligence or intentional misconduct of the Released Parties.

If I, my child, or any legal representative files a claim or lawsuit arising out of my participation in the Sports or use of the facilities, and the filing of such a claim or lawsuit is determined by a Court of law to be a breach of this Agreement, I agree to pay all of the reasonable attorneys' fees and costs of any nature incurred by Release Parties to defend against such a claim or lawsuit.

The Released Parties routinely collect images, content and data for commercial purposes of patrons that 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.

By signing this agreement, I represent and warrant to the Released Parties that I am doing so for myself and/or another person if indicated below. If I am signing this Agreement for another person, I represent and warrant that I am acting as the agent (expressly or implicitly authorized, or as the natural parent, or as the guardian) 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 the Released Parties, I agree to defend, indemnify and hold harmless the Released Parties.

I agree that this entire agreement is binding on me, my child, 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 and Sports 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.

DATED SIGNED: _____

Registrant Name (Printed): _____

- I am a parent or legal guardian signing on behalf of the above-named registrant.

Parent/Guardian Name (Printed): _____

Signature: _____