

TRAINING / PARTICIPATION RELEASE OF LIABILITY OF ALL CLAIMS

Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement; Consent for Medical Treatment

READ CAREFULLY BEFORE SIGNING – THIS LIMITS YOUR LEGAL RIGHTS

This Agreement, dated as signed below, will be enforceable and in effect for the 2025 – 2026 ski season and is entered into by and between Mt. Rose Ski Tahoe and the participant.

- **“Activity”** or **“Activities”** means skiing, snowboarding, ski/ride races, winter and summer competitions and training, special events, programs, demonstrations and performances, strength and endurance training, snowmobiling, up hilling, road or mountain biking, pond skinning, any other use(s) of the Resort facilities, courses, or equipment, including, but not limited to, the use of terrain parks and features, chairlifts, and other conveyances, vehicles, trails and ski runs (including the area between trails and ski runs), ice skating, climbing wall, zipline, bungee trampoline, hiking, tubing, and/or any other recreational activity.
- **“Adult”** means the undersigned adult participant taking part in the Event(s), Activity(ies), and/or Training(s), being at least 18 years old, signing on his/her own behalf and, if applicable, as the parent or legal guardian, signing on behalf of the Minor Participant(s).
- **“Agreement”** means this Warning, Assumption of Risk, Release of Liability, Waiver of Claims, Indemnity Agreement and Consent for Medical Treatment.
- **“Minor”** or **“Minor Participant”** means the minor participant(s) named below.
- **“Participant”** means the person actually taking part in the Event(s), Activity(ies), and/or Training(s).
- **“Resort”** or **“Resorts”** means Mt. Rose Ski Tahoe.
- **“Undersigned”** means the Adult and/or Minor Participant(s), Coach(es), Trainer(s), and Team Member(s), Volunteer(s), collectively.

Undersigned understands and agrees that this Agreement will apply for each, and every day participant engages in the Event(s), Activity(ies), and/or Training(s) during the Winter and Summer Seasons, including Pre and Post Season, without requiring Undersigned to sign an Agreement for each day and/or each event or activity.

Undersigned understands and accepts that the Event(s), Activity(ies), and/or Training(s) are hazardous and involve risks of physical injury that may include death. By signing below, Undersigned expressly agrees to accept all dangers and risks associated with the Event(s), Activity(ies), and/or Training(s), including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to Undersigned, whether or not they are inherent risks of the Event(s), Activity(ies), and/or Training(s).

Recognizing and accepting all of the risks, Undersigned voluntarily chooses to take part in the Event(s), Activity(ies), and/or Training(s) and/or, if Undersigned is on behalf of a minor(s) under the age of 18, voluntarily chooses to allow minor participant(s) to take part in the Event(s), Activity(ies), and/or Training(s).

1. Undersigned understands, accepts, and agrees that the Event(s), Activity(ies), and/or Training(s) involve numerous risks including, but not limited to, the risks posed by variations in terrain, snow and weather conditions, dense clouds, fog and whiteout conditions, extreme cold, frostbite, hypothermia, encounters with wildlife, domestic animals, plants and insects, exposure to the elements, lack of shelter, snow immersion, submersion or drowning in ponds or lakes, deep snow

TRAINING / PARTICIPATION

RELEASE OF LIABILITY OF ALL CLAIMS

Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement; Consent for Medical Treatment

conditions, unstable ice and snow (including, but not limited to, slides and avalanches), slick or uneven walking surfaces, changes or variations in terrain, snow conditions, surface and subsurface snow conditions, icy or firm snow, marked and unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, falling trees and limbs, erosion control devices, rocks, cliffs, steep terrain, deep snow, rugged mountainous terrain, cliffs, operation of snowmaking equipment which may create blind spots or areas of reduced visibility, structures, limitations of the padding and marking methods used by the resort, acts of other skiers/snowboarders, and other hazards. Participant also understands that the Event(s), Activity(ies), and/or Training(s) involve risks posed by loss of balance, loss of control, falling, sliding, slipping, jolting, jarring or shaking (including, but not limited to breaks, sprains, strains, bruises, concussion, and other contusions), risks associated with high elevation (including, but not limited to, anxieties, fears associated with heights, vertigo, dizziness, dehydration, and fatigue) collisions with other skiers or snowboarders and collisions with natural and manmade objects (including, but not limited to, terrain park features, trees, rocks, fences, posts, lift towers, snow making and snow grooming equipment, snowmobiles and other over-snow vehicles), carelessness and misjudgments on the part of other Event(s), Activity(ies), and/or Training(s) participants and Mt. Rose Ski Tahoe employees (including, but not limited to, failure to follow company policies and procedures), and use of chairlifts, rope or other tows, and moving carpets which may involve entanglement with equipment, objects, or other skiers/snowboarders, errors in loading/unloading, and equipment malfunction or breakdown. Participant acknowledges that it is up to Adult and/or Minor Participant(s) to have the physical dexterity and knowledge to safely load, ride, and unload a lift, and that Minor Participant(s) may use lifts without an adult present. **Participant expressly agrees and accepts that all of these risks and dangers are necessary to the Event(s), Activity(ies), and/or Training(s).**

2. Undersigned further understands, accepts, and agrees that he/she/they is/are subjected to all terms identified in Washoe County Code sections 50.244 through 50.248, Ski Areas and Trails; Skier's Responsibility.

Washoe County Code section 50.244(1) states:

“‘Inherent risks of skiing’ is defined, but not limited to this definition, as those dangers or conditions which are an integral part of the sport of skiing, whether natural, man-made or man-modified, including, but 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 and obstacles and a skier's failure to ski within the skier's own ability.” (*Id.*)

Washoe County Code section 50.245, Assumption of Risks:

“1. Any skier accepts and assumes the inherent risks of skiing insofar as the risks are reasonably obvious, expected or necessary. 2. Skiers who ski in any area not designated for skiing within the ski area control boundary, or

TRAINING / PARTICIPATION RELEASE OF LIABILITY OF ALL CLAIMS

Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement; Consent for Medical Treatment

who ski outside of a posted area boundary, assume the inherent risks thereof.” (*Id.*)

3. Undersigned further understands, accepts, and agrees that participation in the Event(s), Activity(ies), and/or Training(s) are more hazardous and dangerous than recreational skiing or snowboarding. Participant understands and agrees that as a participant in the Event(s), Activity(ies), and/or Training(s), Participant is a competitor at all times, whether warming up, practicing for competition or in competition. Participant will be provided an opportunity to conduct a reasonable inspection of the training, competition, event, or racecourse and make his/her/their own decision about whether to participate, given the conditions at the time and taking into account Participant's skill level and experience in courses or venues of similar difficulty. Undersigned understands, agrees, and represents that Participant will always engage in reasonable inspection and decision-making pertaining to his/her/their participation. Undersigned understands that Participant may be utilizing a race venue where snow surfaces have been chemically, or water treated to harden the surface and that there are heightened risks associated with utilizing such a course. Undersigned freely **assumes all risk(s) of all course conditions, known or unknown**, (including, but not limited to, course design, course construction, course layout, course terrain, course jumps, features and obstacles and course maintenance). Participant may be involved in travel to and from an Event(s), Activity(ies), and/or Training(s) over snow or ice covered roads in inclement weather and Undersigned accept such risks. Participant may also be entering into and using extreme or freestyle terrain that contains, but may not be limited to, cliffs or drops, moguls, jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarter pipes, snow cross, freestyle bumps, and other constructed and natural features. **Undersigned understands and agrees that Event(s), Activity(ies), and/or Training(s) involving high speeds, freestyle terrain, jumps on snow devices and/or aerials, are designed for specially trained and experienced skiers/riders and that participation in such Event(s), Activity(ies), and/or Training(s) is/are more hazardous and dangerous than ordinary recreational skiing/snowboarding and, in particular, that becoming inverted during an aerial or inverted aerial maneuver substantially increases the risk of serious injury or death.** Undersigned authorizes Mt. Rose Ski Tahoe employees to tow Participant on the snow, on skis or a snowboard, or behind a snowmobile and Undersigned understand and agree that this is extremely hazardous. Participation in the Event(s), Activity(ies), and/or Training(s) shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts. **Participant expressly agrees and accepts that all of these risks and dangers, known or unknown, are necessary to the Event(s), Activity(ies), and/or Training(s).**
4. Undersigned understands, accepts, and agrees that:
 - A. Participant has the physical fitness and dexterity and the knowledge required to safely load, ride, and unload the chairlifts, rope or other tows, and moving carpets;
 - B. Falls and collisions occur, and injuries are a common and ordinary occurrence of the Event(s), Activity(ies), and/or Training(s);
 - C. Participant shall obey all signs, markings and warnings posted at the Mt. Rose Ski Tahoe, and all applicable laws and regulations;
 - D. Participant understands that entering or skiing and/or snowboarding in a “CLOSED” area is illegal and may result in revocation of Mt. Rose Ski Tahoe pass or tickets;

TRAINING / PARTICIPATION RELEASE OF LIABILITY OF ALL CLAIMS

Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement; Consent for Medical Treatment

- E. Skiing or snowboarding off of designated trails (as indicated on a Resort trail map), may be more dangerous to Participant than skiing or snowboarding on designated trails;
 - F. There are risks involved in decision-making and conduct of other skiers and snowboarders, and Mt. Rose Ski Tahoe's employees, involved with Event(s), Activity(ies), and/or Training(s), including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Mt. Rose Ski Tahoe personnel or third parties inside or outside of Mt. Rose Ski Tahoe boundaries, as well as the risks associated with decisions made by Mt. Rose Ski Tahoe personnel to open and/or close terrain, course, or Event(s), Activity(ies), and/or Training(s) area; and
 - G. Snowmobiles, snowmaking, and snow-grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that Participant must be alert for and avoid these hazards and risks at all times. Further, Participant accepts the responsibility of maintaining deliberate and conscious control at all times while participating in the Event(s), Activity(ies), and/or Training(s).
5. If applicable, Participant agrees to read to, or to have Minor Participant(s) read, and to explain to Minor Participant(s), if necessary, all posted signs, markings, and warnings, including instructions on the use of chairlifts, rope, or other tows, and moving carpets.
6. In consideration for Participant's participation in the Event(s), Activity(ies), and/or Training(s), and with the knowledge of the risks and dangers involved, known or unknown, Participant agrees:
- A. **Assume Any And All Risk Of Property Damage, Injury Or Death** to Participant while engaged in, or as a result of participating in, any Event(s), Activity(ies), and/or Training(s);
 - B. **Waive, Release, and Not Sue, Make Any Claim Or File Any Actions** against Mt. Rose Ski Tahoe, Safehold, the United States of America Department of Agriculture Forest Service, and any of their respective owners, operators, parents, members, affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors and shareholders (each a "Released Party" and collectively referred to as "Released Parties") for any property damage, injury or loss, including death, which arises in whole or in part out of Participant's participation in the Event(s), Activity(ies), and/or Training(s), including without limitation those claims based on Released Parties alleged or actual **negligence, breach of any contract, and/or express or implied warranty**;
 - C. **Indemnify, Defend And Hold The Released Parties Harmless** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any of the Event(s), Activity(ies), and/or Training(s), and any loss, damage, or injury, including death, that may be sustained by Participants, or caused by others or their property to Participants, or brought by Participants. Undersigned agrees to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on Participant's behalf as a result of Participant's participation in Event(s), Activity(ies), and/or Training(s).

Undersigned understands and agrees that by accepting this Agreement on behalf of any person other than Adult, the Undersigned is representing and warranting that he/she/they is/are legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or

TRAINING / PARTICIPATION RELEASE OF LIABILITY OF ALL CLAIMS

Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement; Consent for Medical Treatment

Minor Participant(s), and Undersigned further understands that by doing so, Undersigned agrees to personally indemnify hold harmless and defend Released Parties from and against any and all claims brought by or on behalf of the Minor Participant(s), should they refuse to accept or carry out the terms and conditions of this Agreement. Additionally, Undersigned agrees that this Agreement will be immediately admissible into evidence in response to any claim or lawsuit filed by Participant or on Participant's behalf.

7. Undersigned warrants that Participant is in good health and capable of safely participating in the Event(s), Activity(ies), and/or Training(s). Undersigned authorizes Released Parties and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agrees that upon Participant's transport to a facility or hospital that Mt. Rose Ski Tahoe and their personnel shall not have any further responsibility for Participant. Undersigned also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Undersigned at the earliest possible time in the event such Care is undertaken for Minor Participant(s). Undersigned knowingly and voluntarily consents in advance to such Care to encourage the physicians and Mt. Rose Ski Tahoe to exercise their best judgment in undertaking such Care. Further, Undersigned agrees to pay all costs associated with such Care and related transportation and to indemnify and hold harmless Released Parties from any resulting costs.
8. Mt. Rose Ski Tahoe shall have the right to confiscate tickets or passes or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative Participant:
 - A. Acts in any manner that endangers or may endanger the safety of Participant or any other person;
 - B. Violates the law;
 - C. Provides ski lessons or related services for compensation without express authorization;
 - D. Engages in misconduct or creates a nuisance;
 - E. Skis recklessly (high speed, jumping or tucking, out of control or straight down a run outside of a competition venue) - when skiing Participant must avoid other skiers, trail groomers, maintenance vehicles or objects below them;
 - F. Skiing on closed trails or in closed terrain;
 - G. Is impaired from or uses alcohol or drugs,
 - H. Uses abusive language (swearing or cursing); or
 - I. Displays poor or unsafe etiquette including skiing at speeds higher than rest of traffic on a ski run. Some of these acts may also be prosecuted as a criminal offense.

Undersigned agrees that if he/she/they travel beyond a Mt. Rose Ski Tahoe boundary, Participant assumes all risks associated with backcountry travel, including the risk of avalanches, and that Undersigned may be charged for any rescue of Participant, if available, beyond Mt. Rose Ski Tahoe boundary. A ticket/pass is not transferable and cannot be resold. A ticket/pass may be confiscated with no re-issue, if in the sole judgment of a representative of Mt. Rose Ski Tahoe it is used in a fraudulent, reckless, or dangerous manner.

TRAINING / PARTICIPATION RELEASE OF LIABILITY OF ALL CLAIMS

Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement; Consent for Medical Treatment

9. **PARTICIPANT AGREES** to read and follow each and every rule stated in Washoe County's Skier's Responsibility Code, sections 50.244 through 50.248, and Nevada Revised Statutes sections 455A, *et. al.*, as applicable, governing Participant's standard of conduct (including prohibited acts), prohibition against leaving the scene of a ski accident, and penalties for skiing in an area or trail closed to the public.
10. **PARTICIPANT AGREES** to grant Mt. Rose Ski Tahoe and its advertising and promotion agencies the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, Participant's image and/or performance captured at Mt. Rose Ski Tahoe.
11. In executing this Agreement, Undersigned declares under penalty of perjury under the laws of the State of Nevada that Undersigned is doing so only for Adult and Minor Participant(s). In the event that Undersigned executes this Agreement on behalf of another person, and in the event that the other person brings a claim against Released Parties, Undersigned agrees to defend, indemnify and hold harmless Released Parties as fully set forth in Paragraph 5 above.
12. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **Undersigned represents and acknowledges that A) Undersigned has the legal capacity to enter into this Agreement under applicable law; and B) if a parent, legal guardian, spouse or other representative, that Undersigned is legally authorized to sign and that Undersigned will be bound by all the terms of this Agreement.** This Agreement shall be binding upon Participant and each of Participant's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.
13. In consideration of Participant's participation in the Event(s), Activity(ies), and/or Training(s), Undersigned agrees that, to the fullest extent permitted by law, all claims arising from or related to participation in the Event(s), Activity(ies), and/or Training(s), including for **injury to person or property and/or death**, and this Agreement, shall be governed by the laws of the State of Nevada and that exclusive jurisdiction in the United States shall be in the Second District Court, County of Washoe, State of Nevada. **THIS IS A BINDING AGREEMENT - DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.**

UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS, AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. BY SIGNING BELOW, UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON BEHALF OF PARTICIPANT.

- SIGNATURES ON FOLLOWING PAGE -



**TRAINING / PARTICIPATION
RELEASE OF LIABILITY OF ALL CLAIMS**

***Warning; Assumption of Risk; Waiver of Claims; Indemnity Agreement;
Consent for Medical Treatment***

EXECUTE BELOW IF 18 YEARS OF AGE OR OLDER.

Date of Birth

PRINT Name of Adult Participant

Signature of Adult Participant

Executed and agreed this ____ day of ____, 20____.

EXECUTE BELOW IF UNDER THE AGE OF 18 (A MINOR).

Date of Birth

PRINT Name of Minor Participant

PRINT Name of Parent/Legal Guardian
of Minor Participant

Signature of Parent/Legal Guardian
of Minor Participant

Executed and agreed this ____ day of ____, 20____.