



Tahoe Cross Country & Tahoe Cross-Country Ski Education Association Agreement and Release of Liability, Terms and Conditions

I understand that mountain biking, cross-country skiing, snowshoeing, roller skiing, yoga, running and hiking are hazardous sports, and that there are inherent, and other, risks involved in these and other activities that I may be exposed to during my participation in an activity or class. I understand that injuries are a common and ordinary occurrence of sports, and I freely and voluntarily ASSUME THOSE RISKS. I understand that there are natural and manmade obstacles or hazards, objects, equipment failure, surface and environmental conditions, and other risks, which, in combination with my actions, can cause severe or fatal injury. To the fullest extent allowed by law, I agree to RELEASE, DEFEND AND INDEMNIFY Tahoe Cross Country Ski Area (Tahoe XC), Tahoe Cross Country Ski Education Association (TCCSEA), their associates, owners, agents and employees (collectively referred to as "Tahoe Cross-Country"), from any and all liability for damage or injury to myself or to any person or property while skiing, racing, or training at Tahoe Cross Country. I agree to be bound by this agreement even if such damage or injury is due to Tahoe Cross Country's alleged NEGLIGENCE. I agree to read, observe, and abide by the Skier's Responsibility Code, the Placer County Skier's Responsibility Code, and all posted notices, warnings and signs, and agree to all of the terms and conditions of Tahoe Cross Country. I have no medical or physical condition, which, to my knowledge, would endanger others or myself if I participate in this program, or would interfere with my ability to participate in this program or event. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I, or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provisions herein or as consent to any subsequent waiver or modification. This agreement is governed by the laws of the applicable state or province. If any part of the agreement is determined to be enforceable, all other parts shall be given full force and effect. I expressly agree to assume all risks of injury and to release from liability and never sue Tahoe Cross Country Ski Area, Tahoe Cross Country Ski Education Association and all agents regardless of cause (including negligence). This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert claims or defense which are prohibited by law.

Photographic Release

I understand that photographs or video recording may be taken of myself, or my child, during the program or event. I give Tahoe Cross-Country and Tahoe Cross Country Ski Education Association permission to use any such material for advertising or in promotional materials.

Equipment Agreement

By signing this document, I accept that I am fully responsible for my Tahoe Cross Country rental equipment. Equipment that is not returned or has been damaged due to obvious abuse and neglect will be the responsibility of the renter and a damage and/or cleaning fee may be applied.

COVID-19 Precautions

Even after following protocols set by Placer County Public Health, the State of California, and/or the United States Government, it is still possible to contract COVID-19 virus while participating in a program or event. Tahoe Cross Country (Tahoe XC) is following all recommended guidelines to minimize the risk of transmission. I knowingly, and willingly, consent to using Tahoe XC facilities and being with coaches during the COVID-19 pandemic. I understand that the COVID-19 virus has a long incubation period during which carriers of this virus may not show symptoms and may still be highly contagious. **Initials:** _____

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I understand and acknowledge that the following practices (recommended by the CDC) can decrease the possibility of contracting and spreading the COVID-19 virus. I confirm I will follow these guidelines to the best of my ability while I am participating in a program or event at Tahoe XC: Maintaining social distancing of at least 6 ft, hand washing, wearing a mask over my nose and mouth when/where practical. **Initials:** _____

I confirm that I will not come to Tahoe XC if I am presenting any of these, but not limited to, COVID-19 symptoms: Fever, shortness of breath, cough, runny nose, sore Throat, loss of smell or taste. **Initials:** _____

I confirm that I have not been in contact with a person who has been diagnosed with COVID-19 virus within the past 14 days. **Initials:** _____

I understand and acknowledge that travel significantly increases my risk of contracting and transmitting the COVID-19 virus. The CDC recommends self-isolation for a period of 14 days to anyone who has recently traveled domestically and internationally. If I have traveled, I confirm that I have self-isolated for the recommended 14 days. **Initials:** _____

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS AGREEMENT AND RELEASE OF LIABILITY, AND AGREE THAT IT IS A CONTRACT THAT IS LEGALLY BINDING UPON ME, MY HEIRS, GUARDIANS, ASSIGNS AND LEGAL REPRESENTATIVES.

Participant name: _____ Phone Number: _____

Emergency Contact Name: _____ Phone Number: _____

Do you have a medical condition(s) that may affect your participation in this event, lesson or clinic? _____

Do you have any allergies? _____

Participant Signature: _____

Date: _____

Email (for event information): _____

Check here if you would like to be added to our newsletter. We do not sell your email.

Consent and Release of Parent or Guardian

I am the parent or guardian. My child is fit to participate in Tahoe XC/TCCSEA programs/events, and I consent to my child's participation. I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS AND RELEASE OF LIABILITY. Whether caused by the negligence of the released parties or others, I PROMISE NEVER TO SUE TAHOE CROSS COUNTRY SKI AREA, OR ANY RELEASED PARTY on my behalf, or on behalf of my child, regarding any claim arising from my child's participation in this program or event.

Child's Name: _____ 2nd Child's Name: _____

Parent/Guardian Signature: _____ **Date:** _____