

ALDER CREEK MIDDLE SCHOOL

Nordic Ski Team 2025-2026



Cross country skiing offers a fun and welcoming environment for any athlete who wants to enjoy our beautiful winter environment and challenge themselves physically. ASC Training Center is excited to continue to facilitate Nordic skiing at ACMS. Practices will be held at ASC Training Center on Donner Summit from 3:00-4:15pm Tuesday-Thursday, with races on Fridays during school.

To our returning athletes, welcome back! To our newcomers, welcome to the team! We count on our returnees to help mentor their peers and continue the amazing camaraderie and supportive environment from past years. Some of the best coaching any athlete can receive is from more experienced peers, and it is a joy to see teammates mentoring each other. We also invite parent and adult participation to help supervise, ski instruct, and provide logistics.

IMPORTANT DATES

- 10/28 Parent Meeting, ACMS Library, 5:30-6:30pm. All Parents: Be There!
- 11/1 Truckee Ski and Snowboard Swap 11am-4pm.
- 11/8 Tahoe Cross Country Nordic Ski Swap (the best ski swap in the area for Nordic gear) 9am-4pm.
- 11/12 and 11/15 Equipment Checkout Days @ ASC. (RSVP Link TBA via email.)
- 11/21 All paperwork and checks are due to the office AND ASC Ski Pass must be purchased and waiver completed.
- 12/2 First Practice @ ASC Training Center
- Check our team app (Spond) for subsequent Practice Schedules.
- 3/4 Drifter Day @ Tahoe Donner Cross Country
- 3/22 Skogsloppet Fundraiser Race @ Tahoe Donner Cross Country



RACE SCHEDULE

- 1/9 Foothill Classic @ Auburn Ski Club
- 1/16 Truckee Sprints @ Auburn Ski Club
- 1/30 Mammoth Classic @ Tamarack Cross Country
- 2/6 Royal Gorge Freestyle @ Royal Gorge
- 2/13 Kirkwood Relays @ Kirkwood Cross Country
- 2/20 North Tahoe Freestyle @ Tahoe Cross Country
- 2/28 State Championships @ Auburn Ski Club

COST: \$250

\$75 ACMS Donation

Pay to ACMS for transportation costs.

\$125 ASC Ski Pass/Team Fee

Pay to ASC for equipment maintenance, admin fees, facilities, grooming, trail use, etc.

\$50 CNISSF Race Fee

Pay to Zone4 racing equipment and timing crew (~\$7.15/race)

Email Head Coach Drew Deurlington at deurlington@gmail.com for more information.

TO-DO LIST

- Register for ASC Training Center ACMS Trail Pass
 1. Go to asctrainingcenter.skiclubpro.team/user/login and create a household account.
 2. Fill out all the required information for your child.
 3. Go to the "Nordic | ACMS Registration" link at asctrainingcenter.skiclubpro.team/registration/478/start and Register!
A confirmation email will go to your address.
- Download the Spond Sports Team Management app to your phone or device (we will use this for schedule communications)
- Turn in sports team donation check for \$75 made out to ACMS
- Make sure to complete the Register My Athlete information at acms.ttusd.org/athletics/register-my-athlete
- Turn in forms to ACMS; Forms can be accessed at acms.ttusd.org/athletics/sports-policies-and-procedures
 - ACMS Concussion Form (complete annually)
 - ACMS Student Sports Participation Authorization Form (complete annually)
 - ACMS Sports Physical Form (complete one time while your student is at ACMS)
 - ACMS Sudden Cardiac Arrest Form (complete annually)
 - ACMS Code of Conduct (attached)
- Look for the Zone4 link that gets sent via email before the first race and Register for CNISSF MS and HS league



Athletic Donation Request

We at Alder Creek Middle School appreciate your donations for our athletics programs and student athletes.

The ACMS Athletic Department would like to request a donation of at least \$75.00

Student Name:

Amount:

(Anything helps)

We Accept Cash or Check. If it is a check please write it out to ACMS.

THANK YOU!

***If your students will be participating in sports requiring Tryouts you are welcome to wait until it has been determined if your student-athlete has made the final roster.**

ACMS NORDIC SKI TEAM
EXPECTATIONS
REQUIRED READING and SIGN BELOW

Welcome to the ACMS Nordic Team of 2025-2026! You are an awesome group of athletes, and we look forward to a fun and challenging season. The following expectations in place to:

- inform you of your responsibilities as athletes representing ACMS,
- ensure the success of the team and all team members,
- respect the efforts of the businesses and volunteers that support us.

This paper must be reviewed with parents, signed and returned with your registration packet by November 21st.

****NOTE: Athletes who have not returned this signed paper will not be allowed to practice!****

School Expectations: Team Members must...

- Maintain a 2.0 GPA as defined by district policy.
- Not allow any grades to drop to an F (athletes will be pulled from races until grade improves).
- Be at school on any day you participate in practice or races.
- Practices and races are school functions, so school rules apply.
- Attend mandatory Nordic Team meetings.
- **Keep up with all assignments, and check in with all teachers at least 2 days before being absent for race days to arrange for missed work or tests.**

Behavior Expectations: Never settle for less than your best!

- Keeping in mind that we represent our school and community, always show your best behavior.
- Show respect for coaches, parent helpers, peers, skiing facilities, and the public.
- Listen respectfully during meetings and practices.
- Follow all directions of coaches, parent helpers, and resort personnel. This includes:
 - No skiing off from practices AKA no ditching!
 - No skiing on your own without a coach/parent leader during practice unless express permission is given.
 - Absolutely NO INVERSIONS (backflips, front flips, etc.)
- SMILE! Remember, attitudes are contagious – have fun and others will too :)

Practices, Races, Equipment, and Wax Day Expectations:

- Athletes must attend at least **TWO** practices during the week to be eligible for the team and to race on Fridays. You Must Attend Practices – communication about missed practices is expected and required. A *minimum* of two practices must be attended each week, but we *strongly* encourage more participation rather than less. Everybody is busy, but you have signed up and committed to a TEAM, and to be part of it you must participate. We will work with you if you have other NORDIC SKIING obligations (ASC Devo Team, etc.), but you must clear with us.

- Respect the facilities of ASC, and all race sites. Help maintain their quiet, relaxing atmosphere.
- Dress appropriately for practices and races. Be dressed by 2:50 – preferably change at school.
- Practices will start on snow promptly at 3:00pm and end at 4:15pm; please plan to be picked up by 4:30pm (unless otherwise noted).
- You Need to check in and check out at EACH practice.
- Check emails and web site and calendar regular for updates.
- Return all skis/poles at your assigned location; lost or damaged equipment (especially if due to recklessness) is your responsibility to find/repair/replace.
- All Nordic team members are responsible for waxing their own skis and making sure gear is brought to the race in their individually assigned bag.
- Bring your jersey (and all equipment) to each race.
- After races, athletes' skis/poles must be taken with the athlete and brought to practice on Monday!

Consequences: after a reminder and/ or a warning for a specific “infraction,” 2 “infractions” will lead to revoking of race or team privileges. (Coaches retain the right to revoke privileges sooner if infractions are deemed serious and involve the safety of anyone or defiant behavior.)

We have read and understand the expectations of the ACMS Nordic Ski Team:

Student Name

Date:

Student Signature: _____

Parent Signature: _____

SUGAR BOWL RELEASE AGREEMENT AND CONDITIONS OF PARTICIPATION

Participant's Name _____ (each Participant must sign separately)
 (Please Print Name)

As a condition of being permitted to Participate in the Sport, Activities, or Use the Facilities of Sugar Bowl, **I or my child (collectively, "I", "my", or "me") understand and agree to the following Conditions of Participation:**

A. I agree to read and follow the "Responsibility Code" as set forth below:

RESPONSIBILITY CODE:

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.

B. I agree to read and follow the Placer County Skier Responsibility Code whenever I ski/snowboard at Sugar Bowl. I further understand that the California Penal Code states that the following misdemeanors are punishable by a fine of up to \$1,000: (1) Skiing/Riding within or entering a CLOSED area [PC 602(r)]; and (2) Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance [PC 653i].

C. Misconduct: I agree that if Sugar Bowl management determines that my behavior, or language is inappropriate, unsafe or otherwise is considered misconduct, management may revoke my Pass or Ticket without refund or credit.

D. Boundary Policy: I understand that Sugar Bowl, in conjunction with the USFS, maintains an open boundary policy which may allow me to access terrain beyond the ski area boundary. I understand that Sugar Bowl does not maintain, monitor, or patrol terrain beyond the ski area boundary (as outlined on the trail map). If I travel beyond the ski area boundary, I agree to assume all risks and responsibility associated with travel beyond the boundary. I 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 am alone. I also understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person. I understand that if I need to be rescued while I am beyond the ski area boundary I will be charged for any rescue efforts, if available. If I travel beyond the ski area boundary I understand that I must review the Backcountry Travel Policy at: Sugarbowl.com/backcountry, but this is not a guarantee of my safety for which I am solely responsible.

E. Uphill Travel Policy: Sugar Bowl had modified its Uphill Travel Policy for the safety of our guests. If I Participate in Uphill Travel or Skinning, I understand that I must read and follow Sugar Bowl Resort's Uphill Use Policy at: Sugarbowl.com/uphill.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Participant's Name _____ (each Participant must sign separately)
 (Please Print Name)

By signing this Release of Liability and Indemnity Agreement, I acknowledge that I have chosen to participate in winter sports and/or other recreational activities, including but not limited to skiing, snowboarding, uphill skinning, backcountry access, snow tubing, and all other snow sports at Sugar Bowl (collectively, "Participation in the Sport," "Participate in the Sport," or "Participation in the Activities"). I understand that my Participation in the Sport poses risks of **INJURY** and **DEATH**. The risks include, but are not limited to, loss of balance, falling, losing control, collisions with other skiers or snowboarders and collisions with natural and man-made objects, trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles, including snowmobiles, snowcats, and grooming equipment. The risks also include variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, snow immersion suffocation, avalanches, avalanche debris and all risks associated with traveling in the mountains. Other risks include those associated with the Use of the Facilities, including using mountain transportation, use of lifts, terrain parks, half pipes, rails and other park features, walking in lodges and parking lots, and participating in lessons, races, outings at remote locations and special events (collectively, "Use of the Facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my Participation in the Sport, Participation in the Activities, and Use of the Facilities.

Terrain Park Use: I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

Backcountry Access and Travel: If travel beyond the ski area boundary or in the backcountry, I understand and agree that doing so poses additional hazards. I understand that these areas are not patrolled and are not subject to avalanche mitigation. I also understand if I am traveling beyond the ski area boundary, minor injuries can become life threatening when they occur away from rescue personnel. I also understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person. I understand that if I need to be rescued while I am beyond the ski area boundary I will be charged for any rescue efforts, if available. If I travel beyond the ski area boundary I understand that I must read and follow the Backcountry Travel Policy at: Sugarbowl.com/backcountry.

Uphill Access and Travel: If I Participate in the Sport by uphill travel or skinning, I understand and agree that doing so poses additional hazards. I understand that I may encounter snowmobiles, snowcats, winch cables, and unmarked obstacles. If I Participate in Uphill Travel or Skinning, I understand that I must read and follow Sugar Bowl Resort's Uphill Use Policy at: Sugarbowl.com/uphill.

Snow Tubing: If I participate in the activity of snow tubing, I understand and acknowledge that snow tubing can be a **dangerous, risky recreational activity** and that there are inherent and other risks associated with the activity that cannot be eliminated. These risks may lead to serious and in rare cases even fatal injuries. I myself have the responsibility of observing the snow tubing runs and activities before participating and making my own decision about whether or not to participate and to allow my family to participate based on my perception of the risks. I understand that part of the thrill, excitement, and risk of snow tubing is that snow tubes travel at various speeds and end up in a common, run-out area which may subject me to the risk of collision. I understand and agree I will do my best to avoid being involved in such collisions by clearing the area quickly and carefully after the completion of a run. I acknowledge that the risks of snow tubing **include, but are not limited to,** the following:: collisions, variations in steepness of snow tubing chutes and configurations of run out areas, man-made objects or obstacles and structures in the snow tubing area whether visible or not, speed, bumpiness, changing surface and sub-surface conditions including ice, slush, and hard pack; fencing; barriers; collisions with fencing, barriers or other patrons; increased risk due to interlinking of snow tubers; falling,, sliding, changing speeds based on body mass, being airborne, sliding backwards, and falling out of the tube. I acknowledge and further understand equipment involved with snow tubing includes lifts and tows, and agree NO WARRANTIES are being extended to me with respect to the snow tubing facilities.

In consideration for being permitted to Participate in the Sport, Activities, and to Use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Sugar Bowl Corporation, Royal Gorge Cross-Country, the United States of America, Department of Agriculture, United States Forest Service, Sugar Bowl's owners, directors, officers, partners, investors, shareholders, members, agents, employees, instructors, 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, "Sugar Bowl") for any injury or death resulting from my Participation in the Sport, Activities, or Use of the Facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Sugar Bowl or arising from any person's alleged failure to follow company policies and procedures.

I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUGAR BOWL** for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my Participation in the Sport, Activities, or Use of the Facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my Participation in the Sport, Activities, or the Use of the Facilities at Sugar Bowl, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I understand and agree that Sugar Bowl personnel are not medical professionals, and **I AGREE AND AUTHORIZE** any representatives of Sugar Bowl named herein to administer first aid to me or to my child, as they deem reasonably necessary. I authorize representatives of the Sugar Bowl, at my own expense (to the extent not covered by health insurance or otherwise) to call for and consent to hospital, surgical, dental or other medical care for my child or to transport me (and/or my child) to a hospital, urgent care, dentist office or other medical facility if, in the opinion of such personnel, in their sole discretion, medical attention is needed for me (and/or my child). I further authorize and consent to any care, treatment or procedure instructed, directed or advised by the attending physician, surgeon, dentist or other staff of the applicable hospital, urgent care, dentist office or other medical facility. Without limiting any other provision hereof, I disclaim, waive and release, and covenant not to sue Sugar Bowl 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 Sugar Bowl 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.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I Participate in the Sport, Activities, or Use the Facilities at Sugar Bowl. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my Participation in the Sport, Activities, or Use of the Facilities.

I understand that by signing this agreement, I agree to be bound by the terms of the Conditions of Participation, Release of Liability and Indemnity Agreement. I agree that any action must be filed in the County of Placer, State of California. Any disputes will be subject to and determined under the laws of the State of California. I understand and agree 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 contract will remain in effect, valid, and enforceable.

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

Signature of Participant: _____ Date: _____

Participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print name of Parent or Legal Guardian _____ Relationship: Parent Legal Guardian

Signature of Parent/Legal Guardian: _____ Date: _____

Email Address: _____ Phone Number: _____

Address: _____ City: _____ State: _____ Zip code: _____

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TAHOE CROSS-COUNTRY SKI AREA AGREEMENT AND RELEASE AND DISCLAIMER OF LIABILITY

In consideration of Tahoe Cross-Country Ski Area ("Tahoe XC") and Tahoe Cross Country Ski Education Association ("TCCSEA") agreeing to allow the use of its facility and/or agreeing to rent athletic equipment to me I hereby agree to all of the following:

1. Release and Indemnification. I understand that the use of the Tahoe XC/TCCSEA property & programs, hereafter and throughout referenced as TXC, and all land subject to TXC's concession agreement as depicted and described on TXC's Trail Maps, located in the Highlands Community Center property, whether for mountain biking, hiking, cross-country skiing, snowshoeing, roller skiing and/or other similar summer or winter activities involve inherent risks of bodily injury, death or property damage and that I may be exposed to inclement weather, mountainous terrain, rocks, cliffs, streams, marshes, lakes and other natural and/or manmade hazards during my participation in the aforementioned activities and/or classes or programs in which I participate. I further understand that bodily injuries, death or property damage are a common and ordinary occurrence of the foregoing sports, activities and programs and I freely and voluntarily assume those risks. I further understand there are other objects, equipment failure, surface and environmental conditions consisting, among other things, of extreme weather conditions as well as other risks which in combination with my actions can cause very severe or occasional fatal injury. To the fullest extent allowed by law, I agree to RELEASE, DEFEND AND INDEMNIFY TXC, their associates, owners, agents and employees from any and all liability or damage or injury to myself or to any person or property while participating as a season passholder, using rental sports equipment, or further participating in any event or program located on property. I agree to be bound by this agreement even if such damage or injury is due to TXC negligence.

2. Assumption of Risk. I agree to assume all risks of bodily injury, death or property damage and to release from liability and refrain from suing TXC, its associates, owners, agents and employees regardless of the cause.

3. Rule Compliance. I agree to comply with all rules and regulations posted by TXC with respect to the use of its property. It is the intention of this release and waiver of liability form to exempt and relieve TXC from liability for personal injury, property damage or wrongful death caused by TXC's negligence and/or my use of TXC's property and/or equipment and/or my participation in any event or program held on TXC property. In this regard I acknowledge that I have been fully and completely advised of the potential hazards involved and/or described in this agreement and that I am fully aware of the legal consequences of signing this agreement.

4. Photographic Release. I understand that photographs or video recording may be taken of me or my family during my participation and/or utilization of TXC property. I give TXC permission to use any such material for advertising or in promotional materials.

5. Medical Release. I, either as the participant and/or parent or legal guardian for selected participant, hereby make and appoint the TXC staff my true and lawful attorney for me in my name to perform any emergency medical care hereinafter set down as fully as I might if personally present with full power of substitution and revocation. I am hereby ratifying and confirming my entire said attorney should do or cause to be done by virtue of this power and assume all financial responsibility for the same. I authorize said attorney to authorize any and all medical and hospital care and treatment deemed necessary by a duly licensed physician for the health and well-being of either myself or my child named above.

6. 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. TXC follows all recommended guidelines to minimize the risk of transmission.

I knowingly, and willingly, consent to using TXC facilities and 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.

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 TXC .

- Maintaining social distancing of at least 6 ft.
- Hand washing
- Wearing a mask over my nose and mouth when/where practical

I confirm that I will not come to TXC if I am presenting any of these, but not limited to, COVID-19 symptoms:

- Fever
- Shortness of breath
- Dry cough
- Runny nose
- Sore Throat
- Loss of smell or taste

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.

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.

7. Consent and Release of Parent or Guardian. My child is fit to participate in TXC 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 and/or TAHOE CROSS-COUNTRY SKI EDUCATION ASSOCIATION, 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.

8. Electronic Signature Agreement. By selecting the "I Accept" button, you are signing this Agreement electronically. I agree my electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" I consent to be legally bound by this Agreement's terms and conditions. I further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide TXC instructions via Ski Club Pro, Square, and any/all other digital platforms or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by me in writing. I also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and TXC. I also represent that I am authorized to enter into this Agreement for all persons who own or are authorized to access any of my accounts and that such persons will be bound by the terms of this Agreement. I further agree that each use of my E-Signature in obtaining a service constitutes my agreement to be bound by the terms and conditions of the TXC Disclosures and Agreements as they exist on the date of my E-Signature.

With my electronic acceptance, I agree to give TXC permission to forward its e-newsletter to me so I can learn more about TXC updates, events and sales. I may opt out at any time. TXC will not sell or share your email address.

Signature of Participant: _____ Date: _____

Participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Email Address: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

**COMPETITION, RACING, TRAINING AND TRYOUTS
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. The person who is taking part in ski, snowboard, or other winter sport racing, competition, tryouts, or training activities as an athlete, coach, staff member, prospective or active ski patrol member, volunteer, event credential holder, spectator, or other participant is referred to as "Participant." I am the Participant or, if the Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing or tryouts, other equipment testing, wax testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risks of the Activity and that the Participant, as a "skier" and/or "competitor" (as may be defined by statute or other applicable law), **ASSUMES ALL INHERENT DANGERS AND RISKS.**

3. Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. Every Participant has the responsibility to enjoy a safe and healthy experience. The resort cannot eliminate the risk that a Participant is exposed while engaged in the Activity. The Participant agrees it is his or her responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required, wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

4. I expressly acknowledge and assume additional risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of rescue efforts or medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, other sickness, or frostbite; and/or mental distress from exposure to any of the above. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

5. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions and injuries are common.

6. I agree that the Participant is a "competitor" at all times, whether practicing or training for competition or in competition, or trying out or training for ski patrol, that Participant shall inspect the training and competition courses prior to participating in the Activity, and that Participant assumes the risk of all course conditions, including but not limited to course construction, layout and obstacles.

7. Additionally, in consideration for allowing the Participant to participate in the Activity, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., VR NE Holdings, LLC, VR NW Holdings, Inc., VR PA Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., Andermatt-Sedrun Sport AG, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, TSG Ski & Golf, LLC, the United States, His Majesty The King In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, I **FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

8. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

11. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that **EXCLUSIVE JURISDICTION** of any such claim shall be in a court of competent jurisdiction in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at (a) Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be in the Supreme Court of the State of New York, County of Greene or in the US District Court for the Northern District of New York.

12. **BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor/infant Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US) or 19 years old (Canada). I understand that a minor/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

13. I understand that this Agreement will apply for each and every day participant engages in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

14. **FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

MINOR/INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR / INFANT #1 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
MINOR / INFANT #2 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
MINOR / INFANT #3 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
MINOR / INFANT #4 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *

ADULT PARTICIPANT / PARENT / LEGAL GUARDIAN INFO. – Required to Complete, Sign & Date Below

ADULT / PARENT / GUARDIAN – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
ADDRESS – Street Address/Mailing Address, City, State/Province, Zip/Postal Code (please print)		PHONE NUMBER
EMERGENCY CONTACT (print full name)	RELATION	PHONE NUMBER

X _____
SIGNATURE DATE

* Used only for Activity Division, Category, or Class Designation

For Resort Use Only
Tracking # _____