

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND EXPRESS ASSUMPTION OF RISK AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

EXPRESS ASSUMPTION OF RISK

I _____ do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with **Tahoe Snow and Sun Tour's BUS TRIP** programs, and hereby expressly assume all such hazards and risks.

These risks include, but are not limited to, transportation risks such as vehicular accidents due to weather and road conditions and vehicular accidents resulting from negligent driving in general. I fully understand that these risks can lead to severe injury and even loss of life. I also understand that physically active outdoor sports test a person's physical and mental limits and carry with them the potential for death, serious injury, and property loss. I understand the inherent dangers of skiing and snowboarding, which include falls, collisions with natural hazards, other people or objects and injuries due to cold temperatures. I also understand that potential injuries include strains, sprains, breaks, cuts, punctures, abrasions, broken limbs and even accidental death.

Despite the potential hazards and dangers associated with the aforementioned activities, **I voluntarily wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from these activities which could result in personal injury, property damage or loss of life.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in **Tahoe Snow and Sun Tour's** programs, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS AND/OR RIGHT TO SUE based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as Releasees):
 (Company): **dba Tahoe Snow and Sun Tours**
 (Persons): Jamie Giunta
2. To release the releasees, their employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury or wrongful death arising from **Tahoe Snow and Sun Tour's** programs whether caused by active or passive negligence. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during transportation and/or during the event.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.

If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I UNDERSTAND THAT NO REFUNDS or CREDITS will be issued if I miss the trip, OR if I cancel with in 48 hours.
I UNDERSTAND that if the road is closed OR the ski resort is closed or has limited operation due to severe weather, the bus may re-route to another resort.

I UNDERSTAND that I will be financially responsible for any and all damages caused by me to the bus and/or staff.

I UNDERSTAND that if it is stormy at the resort, any credits on lift tickets will need to be taken up with our staff.

I UNDERSTAND that if the road is closed and we have to return home, I will receive a refund LESS a \$20 transportation charge.

I UNDERSTAND that if I am not at the bus at the stated departure time from the ski resort (typically 4:30pm), I will be left behind and will be responsible for my own transportation home!

I hereby declare that I am of legal age and am competent to sign this Agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature Of Participant: _____

Date: _____

Signature of Parent/Legal Guardian: _____

Date: _____