



# TAHOE DONNER SUMMER ACTIVITIES REGISTRATION LIABILITY WAIVER AND RELEASE

PARTICIPANT'S LAST NAME

Participant's Name: \_\_\_\_\_ Preferred Name: \_\_\_\_\_

D.O.B. \_\_\_\_\_ Age: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Member TD Address: \_\_\_\_\_

Guest Please provide the member name under which you are registering: \_\_\_\_\_

## ADDITIONAL PERSONS WHO MAY BE CALLED IN AN EMERGENCY

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

## OTHER PERSONS AUTHORIZED TO TAKE CHILD FROM PROGRAM

Photo ID will be required for pick up if other than parent/guardian registrant.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

All participants are to be picked up immediately at the conclusion of each session. You will be charged \$1 for every minute after the first 5 minutes. This will be strictly enforced. Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## MEDICAL INFORMATION

Allergies: Y\_\_\_ N\_\_\_ If yes, please specify allergen and reaction: \_\_\_\_\_

Do you have an Anaphylaxis or Asthma Action Plan? Y\_\_\_ N\_\_\_ If yes, please provide copy.

Other medical information: \_\_\_\_\_

Does your child have any activity restrictions? Y\_\_\_ N\_\_\_ If yes, please explain: \_\_\_\_\_

Does your child need any special accommodations? Y\_\_\_ N\_\_\_ If yes, please explain: \_\_\_\_\_

Special information you would like the instructor to know about your child: \_\_\_\_\_

Physician name/address/phone: \_\_\_\_\_

Insurance Company(s): \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

### FOR AQUATICS ONLY: PLEASE HELP US ASSESS YOUR CHILD (CHECK ALL THAT APPLY)

- PUTS FACE IN WATER
- BLOWS BUBBLES
- KNOWS HOW TO KICK
- HAS SWIM TEAM EXPERIENCE
- SWIMS FREESTYLE
- SWIMS BACKSTROKE
- SWIMS ACROSS THE POOL ON THEIR OWN
- DOES 'BIG ARMS'

# MEDICAL RELEASE AND PERMISSION TO TREAT A MINOR

I, the undersigned parent or legal guardian of participant minor child \_\_\_\_\_ (name), hereby authorize and give consent to Tahoe Donner, in the event of a medical emergency relative to my child, to provide any and all emergency first aid treatment and/or refer treatment to a duly licensed physician (MD), dentist (DDS) or other medical care provider to my child. This care may be given in any way deemed advisable or necessary to preserve the life, limb or well-being of my child. It is understood that reasonable efforts shall be made to contact the undersigned prior to rendering treatment to the minor, but that first aid or medical care will not be withheld if the undersigned cannot be reached. The undersigned agrees to pay all costs associated with such treatment and any related transportation for the child. Furthermore, the undersigned agrees to INDEMNIFY and HOLD HARMLESS Tahoe Donner for any costs incurred therein.

This authorization and consent shall remain effective through December 31, 2018.

**SIGNATURE of parent or legal guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRINTED name of parent or legal guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## PHOTO RELEASE

I consent to the use by Tahoe Donner of any pictures (video, print or digital) for commercial purposes, or otherwise, of my minor child in connection with the Activities.

I decline.

**Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## TAHOE DONNER ASSOCIATION SUMMER ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY AGREEMENT READ CAREFULLY BEFORE SIGNING - THIS LIMITS TAHOE DONNER ASSOCIATION'S LIABILITY AND YOUR LEGAL RIGHTS

I or my child (collectively, "I," "me," or "my") may voluntarily choose to participate in sports and recreational activities offered by Tahoe Donner (as defined below), including but not limited to, day and overnight camps, hiking, rock climbing, golf, tennis, swimming and diving activities, swim lessons, Wibi™, horseback riding, use of the equestrian center, tennis courts, marina, bodies of water, playgrounds, golf course, driving range, archery, mountain biking, instruction in recreational activities, and all other recreational activities on the property of Tahoe Donner (collectively, the "Activities"). I understand that my participation in the Activities poses inherent and other risks of INJURY and DEATH to me and/or my child, including those associated with participation in the Activities or use of the facilities at Tahoe Donner, which include, but are not limited to, transportation, instruction, and participating in the Activities on and off of the Tahoe Donner Premises and on private and public lands (collectively, "Use of the Facilities").

The risks in the Activities and Use of the Facilities are too numerous to list, but they include steep, slippery, and uneven roads and trails containing rocks, trees, ledges, sand, mud, grass, water bars, erosion control devices, bumps, ruts, stumps, and brush (all of which can be hidden or obscured by snow or vegetation). The Activities are subject to hazards and dangers of all kinds, including, by way of example only, exposure to weather and climate conditions (including sudden changes and extremes of heat and cold), rugged terrain and ground conditions, becoming lost, hazards associated with water (including drowning, striking submerged objects, flooding, and rapids), hazards associated with horseback riding (including but not limited to horses' unpredictable behavior and movements), other participants, animals, reptiles, insects, and ground surface and other terrain and topographical variations and conditions. In addition, participants may encounter hazards and dangers that are the result of human error or

from manmade structures, equipment, vehicles and other materials, goods, saddles, bridles, clothing and otherwise, including risks of malfunction, mis-use, or other failure. Participation in the Activities requires physical fitness, coordination, balance, strength, endurance, speed, ability to react, mental capacity, talent and ability ("Physical Capacity") and, because of such physical demands, necessarily carries inherent and other unpredictable risks of injury of all kinds, as well as risks of death due to the physical demands, regardless of the participant's Physical Capacity. Despite the risks involved, and in consideration of the right to participate in the Activities and Use of the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my or my child's participation in the Activities and Use of the Facilities.

As consideration for being permitted to participate in the Activities and to use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Tahoe Donner Association and each of their partners and affiliates, owners, investors, officers, directors, managing agents, employees, agents, contractors, landowners and all affiliated persons and companies (collectively herein, "Tahoe Donner") for injury or death resulting from my participation or my child's participation in the Activities or Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Tahoe Donner. I also agree to defend and indemnify Tahoe Donner for any and all claims brought by a third party which arise from my participation or my child's participation in the Activities or Use of the Facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, which includes all occasions on which I or my child participate in the Activities or Use of the Facilities of Tahoe Donner. I understand that this release of liability will prevent me, my child, and my heirs or representatives

from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or my heir or legal representative files a claim or a lawsuit arising out of participation in the Activities or the Use of the Facilities, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Tahoe Donner for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of such a claim or a lawsuit. For arising out of my participation or my child's participation in the Activities or Use of the Facilities. 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, our heirs, assigns and legal representatives, and any other person acting on my or our behalf.

If I am provided with or renting equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

I warrant and represent that I and my child have adequate Physical Capacity to participate in the Activities and Use of the Facilities. I accept responsibility for any medical expenses incurred by me or my child in connection with the Activities or Use of the Facilities.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect, valid, and enforceable. I agree that any action will be subject to and determined under the laws of the State of California, and that any action must be brought in the Superior Court of California, County of Nevada.

**SIGNATURE of participant** \_\_\_\_\_ **Date** \_\_\_\_\_

I verify that I am the parent/legal guardian of the minor participant. I have authority to enter into this agreement on behalf of the minor.

**PRINTED name of parent/legal guardian** \_\_\_\_\_ **Relation** \_\_\_\_\_

**SIGNATURE of parent/legal guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**THIS IS A RELEASE OF LIABILITY - DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ALL OF ITS TERMS**