



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: _____

Primary physician's name/address/phone: _____

Medical Insurance Company(s): _____ Policy Number(s): _____

ATTENTION: If you, your child and/or other authorized persons to drop-off/pick-up your child from the activity suspect that you/they may have been exposed to Corona Virus (COVID-19) or any other communicable disease, please self-quarantine for the recommended timeframe. If you, your child and/or other authorized persons to bring/pickup your child are not feeling well, please stay home and refrain from participating in the activity.

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

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> PUTS FACE IN WATER | <input type="checkbox"/> BLOWS BUBBLES | <input type="checkbox"/> KNOWS HOW TO KICK | <input type="checkbox"/> HAS SWIM TEAM EXPERIENCE |
| <input type="checkbox"/> SWIMS FREESTYLE | <input type="checkbox"/> SWIMS BACKSTROKE | <input type="checkbox"/> SWIMS ACROSS THE POOL ON THEIR OWN | <input type="checkbox"/> DOES 'BIG ARMS' |

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: _____

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 the minor, to provide any and all emergency first aid treatment and/or refer treatment to a duly licensed physician, dentist or other medical care provider to the minor. This care may be given in any way deemed advisable or necessary to preserve the life, limb or well-being of the minor. 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 minor. 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, 2021.

SIGNATURE of parent or legal guardian: _____ Date: _____

PRINTED name of parent or legal guardian: _____ 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") **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, WibitTM, horse-back riding, use of the equestrian center, tennis courts, marina, trails, 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, ILLNESS and/or 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) and potential exposure to communicable diseases. 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 being stepped on by a horse, horses' unpredictable behavior and sudden movements such as spooking or bucking), exposure to and/or interaction with other participants, animals, reptiles, insects, bees/wasps 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, misuse, 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, ILLNESS AND/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, illness 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, 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 for a lawsuit arising out of my and/or my child's participation in the Activities or Use of, or presence at, 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.

COVID-19 and COMMUNICABLE DISEASES (hereinafter, "Disease"): Participation in the Activity contains the risk of exposure to Disease, which cannot be eliminated by Tahoe Donner Association despite the preventative measures put in place by Tahoe Donner Association. **I AGREE** that reducing the risk of exposure to Disease is a responsibility to be shared by guests/participants, including myself, and Tahoe Donner Association. **I AGREE** to read and follow all posted warnings, signs, and guidelines at Tahoe Donner Association related to Disease and to abide by any/all governmental directives which may be in place. **I AGREE** that should I experience any symptoms of Disease (for example, fever, cough, shortness of breath, dizziness, loss of sense of taste and/or smell), or otherwise feel ill, I will refrain from coming to Tahoe Donner Association. **I FURTHER AGREE** to practice physical distancing of at least six (6) feet from other guests/participants, including while in lessons and lines, to wear a face covering over my mouth and nose when in the proximity of other guests/participants, including while in lift lines and riding lifts, and to wash/sanitize my hands frequently while at Tahoe Donner Association.

I FREELY AND VOLUNTARILY assume any/all risks associated with my participation in the Activity, including the risk of exposure to Disease, even if arising from the alleged **NEGLIGENCE** of **TAHOE DONNER ASSOCIATION**.

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.

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

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 _____