

TAHOE MOUNTAIN SCHOOL
RELEASE OF LIABILITY AND WAIVER OF CLAIMS

READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

In consideration for my participation in a backcountry guided course, avalanche course, rock climbing, wilderness medicine, and all other related activities, including, but not limited to, clinics, events, and/or tours (collectively, the “Activity”) hosted by, guided by, or with the assistance of Tahoe Mountain School, LLC, a California limited liability company, and/or the officers, directors, employees, affiliates, agents, contractors, and other persons associated therewith (collectively, “TMS”), **I HEREBY VOLUNTARILY AGREE** to the following:

Release and Assumption of Risks: I am aware that during the activity that I am participating in under the arrangement of Tahoe Mountain School, certain risks and dangers exist including, but not limited to: travel by automobile or other conveyance, travel in mountainous terrain, the forces of nature, accident, injury, illness, paralysis or death in remote places without rapid means of evacuation or medical facilities. In consideration of, and as part payment for, the right to participate in such activity, and services arranged for me by Tahoe Mountain School, its instructors, guides, agents and associates, I have and do hereby assume all of the above risks and will hold them harmless from any and all responsibility, negligence, actions or suits of any kind or nature whatsoever for loss or damage to property or personal injuries sustained or occurring during any activity of any nature. This shall serve as release and assumption of risk for myself, my heirs, administrators, executors, and for all members of my family including minors who may be accompanying me. I agree that if I sue or make any claims against Tahoe Mountain School, in violation of this waiver, I shall be liable to Tahoe Mountain School for all costs and attorneys' fees incurred by Tahoe Mountain School in defending itself from such action or claim.

I AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND TMS against all claims, causes of action, damages, judgments, cost and/or expense, including attorney’s fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by TMS. **I FURTHER REPRESENT AND WARRANT** that I am not currently experiencing symptoms of a Coronavirus or other communicable disease, including, but not limited to COVID-19, e.g. fever, shortness of breath, cough, etc., that I am not suspected of having COVID-19 or any other communicable disease, and that I have not been recently diagnosed with COVID-19 or any other communicable disease, and that to my knowledge I am not likely to infect anyone by my participation in the Activity. Participants on TMS activities will be potentially interacting with other participants during the activity. Precautions set forth by the CDC and the State of California will be taken to limit the potential spread of Covid-19. These precautions will vary depending on the activity and outdoor wilderness setting. TMS will not be held liable for a participant who contracts Covid-19 on one of our activities.

I AGREE that the venue for any legal or equitable claim that may arise from my participation in the Activity shall be the State of California, County of Nevada, Town of Truckee.

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

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS. I understand and agree that my contract with Tahoe Mountain School is entered into in Truckee, California, upon my being placed on the course or trip roster. This waiver shall be interpreted in accordance with the laws of the State of California:

Print Name: _____

Signature: _____ Date: _____

Parent or Guardian Print Name _____

(Parent or Guardian must also sign if under 18) Signature: _____

**Email or Mail to Tahoe Mountain School, PO Box 1976, Truckee, CA 96160. info@tahoemountainschool.com
Phone:530-414-5295.**