SIERRA AVALANCHE CENTER – SNOWMOBILE AVALANCHE EDUCATION LEVEL I CLASS

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

In consideration for my participation in the Sierra Avalanche Center Snowmobile Avalanche Education Level I Class and all other related activities (collectively, the "Class"), which is organized and conducted by the Sierra Avalanche Center, a California non-profit corporation, and its officers, directors, employees, affiliates and agents (collectively, "SAC"), and/or my use of the SAC's property and/or equipment, **I HEREBY VOLUNTARILY AGREE** to the following:

1) **I AGREE** to observe and obey all posted rules and warnings which may be present at the location of the Class, and **further agree** to follow and abide by any verbal and/or written instructions or directions given by the SAC in connection with the Class.

2) **I UNDERSTAND that my participation in the Class can be dangerous and involves the risk of property damage, personal injury and even death**. **I further understand** that there are inherent risks associated with participating in the Class, both known and unknown, including, but not limited to, variations in terrain and surface and subsurface snow conditions, avalanches, thin snow cover, the existence of, and collisions with, natural or manmade objects and/or other participants in the class. **I expressly assume any and all risk of injury or death** associated with my participation in the Class.

3) **I FULLY RELEASE the SAC and the UNITED STATES FOREST SERVICE, an agency of the U.S. Department of Agriculture ("USFS"), and their collective subsidiaries, parent companies, affiliates, agents, assigns, directors, employees, officers and agents FROM LIABILITY AND AGREE NOT TO SUE the SAC and the USFS** for any and all claims and/or causes of action arising from my participation in the Class, even if said claims or causes of action arise from the SAC's and/or USFS's alleged negligence. **I further agree to release the SAC and the USFS** from any and all liability arising out of my use of, or presence at, any other facilities used by the SAC in connection with the Class, whether caused by the fault of myself, the SAC, the USFS, or other third parties.

4) **I AGREE to hold harmless, indemnify and defend the SAC and the USFS,** and their collective agents, employees, directors, officers, subsidiaries and parent companies against all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees and other costs, which may in any way arise from my participation in the Class or my use of, or presence at, any other facility used by the SAC or the USFS in connection with the Class.

5) **I AGREE** to pay for all damages to the facilities used by the SAC and/or the USFS in connection with the Class which are caused by my negligent, reckless, or willful actions.

6) **I CERTIFY** that I am using my personal snow machine for the Class and that it is insured to cover collisions and liability. Insurer: _____. Policy type/limits: _____. Policy expiration date: _____

7) **I AGREE** that any legal or equitable claim that may arise from participation in the Class shall be resolved under California law and that the venue for such claim shall be Truckee, California.

I HAVE READ AND UNDERSTAND THIS RELEASE AND I UNDERSTAND THAT BY SIGNING IT I VOLUNTARILY WAIVE CERTAIN LEGAL RIGHTS:

Date: _____ _____ _____

Print name of Participant Signature of Participant

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

Parent/Guardian: I verify that I am the parent/guardian of the Minor and that I have authority to enter into this Agreement on behalf of the Minor. Relationship to Minor: _____

Date: _____ _____ _____

Print name of Parent/Guardian Signature of Parent/Guardian