



# American Dance Training Camp

The ULTIMATE Overnight Dance Camp!

[www.AmericanDanceTrainingCamp.com](http://www.AmericanDanceTrainingCamp.com)

Phone/Fax: (866) 383-ADTC Email: [ADTC@ASDance.com](mailto:ADTC@ASDance.com)

---

## OPTIONAL ACTIVITIES INFO, RELEASES & WAIVERS SQUAW VALLEY, CA 2010

Optional activity waivers can be completed and turned in anytime before – or at – check-in for your child's camp session. We'll even have printed copies of these waivers at check-in, so you don't have to submit them ahead of time or bring your own copies unless you want to!

*If you won't be with your child at check-in, or if you'd prefer to submit these waivers prior to check-in, follow the directions below:*

- 1. Print & Complete Form 3:** "ADTC Optional Activities Participation Release of Liability & Assumption of Risk Agreement"
- 2. Print & Complete Forms 3a, 3b, 3c, etc.** only if your camper has your permission to choose to participate in these activities.

### Accepted ways to submit attached printed forms:

Upload Online (preferred!):

<https://AmericanDanceTrainingCamp.wufoo.com/forms/adtc-2010-online-form-upload-center/>

Email To: [ADTC@ASDance.com](mailto:ADTC@ASDance.com)

Fax To: 866-383-ADTC

# FORM 3: ADTC OPTIONAL ACTIVITIES PARTICIPATION RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

\*\* READ BEFORE SIGNING \*\*

Please note that all optional activities below require parental consent and some require additional fees and/or additional waivers as indicated. Please check the box for activities in which you give your child permission to participate – campers may only sign up for activities that you check and sign for here.

- Ropes Course (Monday afternoon, weather permitting)** - Built into the hillside facing beautiful Shirley Canyon and the world famous peaks of Squaw Valley, this magnificent Ropes Course offers campers unparalleled teambuilding opportunities. **Additional Waiver Required. Cost \$35.**
- Kayak Trip (Monday evening, weather permitting)**  
The staff at Tahoe City Kayak will take us for a leisurely paddle on beautiful Lake Tahoe. No prior canoeing/kayaking experience is required. Life preservers provided. CAMPER MUST BE A SELF-SUFFICIENT SWIMMER! **Additional Waiver Required. Cost \$60**
- Rock Wall (Tuesday &/or Friday afternoon)** - No matter what the weather or your ability level, you'll have a blast climbing the variety of routes and 30' high simulated rock surface at the Headwall Climbing Wall. Comprising 8 to 10 different ropes and many routes, Headwall is suitable for kids, first timers of all ages, and expert climbers **Additional Waiver Required. Cost \$16.**
- Sky Jump Trampoline (Monday &/or Wednesday afternoon, weather permitting)** - Hook the bungees to your harness - start jumping on the trampolines - and soon you're soaring 25' in the air while performing somersaults and flips. Everyone wears a safety harness and is connected to a rope/bungee system for safety. This bungee trampoline activity is sure to send every camper to new heights and keep the kids smiling for hours. **Additional Waiver Required. Cost \$10.**
- Mini Golf (Monday &/or Wednesday (Wednesday, Thursday &/or Friday afternoon, weather permitting)** - Mountainside Mini Golf at the base of Squaw Valley has eighteen holds – right in the village! **Cost \$10.**
- High Camp – Ice Skating & Swimming (Tuesday &/or Thursday afternoon, weather permitting)** - Yes, you can do both in the same spot! Ride the scenic Squaw Valley Cable Car up to High Camp where you can both ice skate, and take a swim overlooking the entire Tahoe basin. Spend the afternoon enjoying activities, food and breathtaking views. **Cost \$25.**
- Horseback Riding (Wednesday &/or Friday afternoon, weather permitting)** - Take an easy one-hour trail ride through the scenic woods surrounding Squaw Valley, lead by the professionals at Squaw Valley Stables. No prior riding experience is required. Helmets and basic riding instruction are provided. Registrants will be assigned to a day. **Additional Waiver Required. Cost \$40.**
- World Dance Company (Mon. – Thurs. evenings, subject to availability/offerings)** - Campers can elect to participate in our unique “world dance company” and learn a special dance piece to perform in the Friday night show. Nightly rehearsals will be held from 9 – 9:55pm beginning Monday after the all-camp “world dance night.” Participation is optional and campers who participate receive a certificate of global awareness. All proceeds go to the “Chandler Sky Foundation” (a Peruvian orphanage) or similar program chosen by the company members. **Cost \$15**
- Whitewater Rafting (Friday afternoon)** – Led by Truckee River Raft Co.. **Additional Waiver Required. Cost \$35.**
- Swimming (Daily, weather permitting)** - In sunny weather, we'll cool down at the Squaw Valley Lodge's outdoor pool, or the beaches of beautiful Lake Tahoe (no cost). CAMPER MUST BE A SELF-SUFFICIENT SWIMMER. **No Cost.**
- Hiking Trip (Daily, weather permitting)** - Take a hike! We'll take you on a leisurely hike up the mountain where you can admire the natural beauty of the area and the breathtaking views. **No Cost.**
- Tennis (Daily, weather permitting)** - Brush up your tennis game with an hour on one of the Squaw Valley Lodge's outdoor tennis courts. **No Cost.**

**I HAVE REQUESTED THE AMERICAN SCHOOL OF DANCE (DBA: AMERICAN DANCE TRAINING CAMP) ALLOW MY CHILD TO PARTICIPATE IN THE FIELD TRIPS CHECKED ABOVE. IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THESE ACTIVITIES, I THE UNDERSIGNED, ACKNOWLEDGE, APPRECIATE, AND AGREE THAT:**

1. The risk of injury from these activities is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE AMERICAN SCHOOL OF DANCE, LLC**, its officers, officials, agents and/or employees, other participants, vendors, advertisers, the United States, the States of Vermont, California, Colorado, North Carolina and Connecticut from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
5. **Transportation Release:** Select members of ADTC staff may transport campers in their fully insured and State Inspected Vehicles. All Staff cleared to transport campers must have a clean driving record. At Program Director's discretion, campers and staff may also choose to take cabs and or other area transportation.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

	Signature of Camper: _____ Date: _____
	Printed Name of Camper: _____
	Address of Camper: _____

## FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree to her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

	Signature of Parent/Guardian _____ Date: _____
	Printed Name: _____
	Participating Minor's Date of Birth: _____ Age: _____

## Form 3a: Kayak Trip Waiver

- Please complete this page if your daughter may choose to participate in this activity
- Please skip this page if your daughter WILL NOT participate in the Kayak Trip

### Kayak Waiver

## Outdoor Immersion Inc/dba Tahoe City Kayak / Tahoe Outdoors Liability Release, Express Assumption of Risk, and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while using the equipment I am renting from Outdoor Immersion Inc, even if the equipment is used properly. Some risks are intrinsic to canoeing and kayaking, even in still water; other risks are inherent in outdoor activities, wilderness travel, general water sports, white water river running, or paddling in the tides, swells and breaks of any bay or ocean; still other risks may arise from conditions, situations, or activities of which I am presently unaware.

Since all canoeing and kayaking is dangerous, and in consideration of Outdoor Immersion Inc allowing me to rent equipment, **I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST OUTDOOR IMMERSION INC ARISING FROM THE USE OF THE RENTAL EQUIPMENT OR ANY ACTIVITIES INCIDENTAL THERETO; THIS RELEASE APPLIES EVEN IF OUTDOOR IMMERSION INC IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO DEFEND AND INDEMNIFY OUTDOOR IMMERSION INC AND HOLD THEM HARMLESS FROM (1) ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT OR THE CONDUCT OF ANYONE USING THE RENTAL EQUIPMENT; THESE INDEMNITIES APPLY EVEN IF TAHOE CITY KAYAKS INC ARE NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) assume all risk of injury, death, or property damage I might suffer while using the rental equipment even if it occurs as a result of the negligence or other fault of Outdoor Immersion Inc, (2) absolve and release Outdoor Immersion Inc from the consequences of their negligence or other fault, (3) will indemnify and defend Outdoor Immersion Inc against any legal actions or other claims for damages arising from use of the rental equipment by myself or anyone else, *and (4) will pay for damage to or loss of any of the rented equipment.* I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand that certain skills, capabilities, and physical and mental health and fitness are required in order to reduce the dangers involved in canoeing and kayaking; I have these. I also understand that canoeing and kayaking should be undertaken only after proper instruction and training; Outdoor Immersion Inc is not providing any instruction or training in connection with the rental of equipment. I assume all responsibility for deciding where, when, and with whom to paddle and for deciding who shall use the rental equipment.

I agree that the terms of the document bind me my heirs, assigns, executors and administrators, and protect Outdoor Immersion Inc, their agents, employees, officers, directors, and shareholders.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name and address: \_\_\_\_\_ Zip code \_\_\_\_\_

\_\_\_\_\_ Phone no \_\_\_\_\_

Signature of parent or guardian if the participate is under age 18: \_\_\_\_\_

Equipment taken on \_\_\_\_\_ Due Back \_\_\_\_\_

Rental equipment taken - Type and Quantity \_\_\_\_\_

Equipment returned YES/NO \_\_\_\_\_

# Form 3b: Horseback Riding Waiver

- Please sign this waiver if your daughter may participate in this activity
- Please skip this page if your daughter WILL NOT participate in horseback riding

## ALPINE MEADOWS STABLES

### TRAIL RIDES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

#### Express Assumption of Risk Associated with Trail Rides and Related Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of ALPINE MEADOWS STABLES, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

#### Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being permitted to participate in any way in Trail Rides and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

ALPINE MEADOWS STABLES

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written presentation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant \_\_\_\_\_

Name of Adult Participant (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or adult Legal Guardian  
Participant is a Minor, and by their signature,  
they on my behalf release all claims that both  
they and I have \_\_\_\_\_

Name of Parent or adult legal Guardian (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

Minor's Full Name (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

# Form 3c: White Water Rafting Waiver

- Please complete this page if your daughter may choose to participate in this activity
- Please skip this page if your daughter WILL NOT participate in the flying trapeze

## TRUCKEE RIVER RAFT CO. T.S.R., INC.

### RENTAL AGREEMENT\*\*\*READ BEFORE SIGNING\*\*\*

Name of Responsible Person \_\_\_\_\_ Home Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home Telephone ( ) \_\_\_\_\_  
Local Telephone ( ) \_\_\_\_\_ Local Address \_\_\_\_\_  
Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

#### RELEASE

In consideration of services to be received, the **Undersigned/Responsible Person and All Participants** (hereinafter referred to as the "**Customer**"), for himself/herself or his/hers heirs and assigns, hereby releases the **Concession** and the **Concessionaire's Employees** (hereinafter referred to as the "**Company**") from any liability for claims or lawsuits brought by the Customer and arising out of the activities provided by the **Company**.

#### **Acknowledgment of Risk(s), Assumption of Risk(s) and Responsibility, Release of Liability**

#### **Good Rules To Raft By, and Customer Acknowledgment of Per Person Pricing**

**ACKNOWLEDGMENT OF RISK(S):** The **Customer** recognizes that there are inherent risk(s) in this type of activity, including but not limited to the following: (1) Falling; (2) Cold weather-related injuries including hypothermia, frostnip and frostbite; (3) Heat-related illnesses including heat exhaustion and heat stroke; (4) and "acts of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, hail, severe and/or varied wind, temperature or weather conditions; (5) River crossings, fjording, or travel including travel to or from the activity; (6) Risk(s) associated with the crossing, climbing or down climbing of rock, snow, ice, water, and any other nature or manmade obstacle encountered during the activity; (7) Equipment failure or **Customer** error; (8) Discharge of weapons; (9) Risk(s) typically associated with watercraft, including change in waterflow or current, sub-merged, semisub-merged and overhanging objects which may or may not be visible, capsizing, swamping or sinking of watercraft and resultant hypothermia or drowning; and/or (10) Attack by animals.

The **Customer** acknowledges that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that no warranty of any kind, expressed or implied, is made as to the habits, disposition, suitability, nature or physical condition of any animal; that personal property may be damaged or lost; and that the **Customer** should ask about other potential hazards and recommended precautions and procedures (**see Good Rules To Raft By**). The **Customer** accepts that wearing a U.S.C.G.-approved personal floatation device for waterborne activities is a basic safety precaution; and that the **Customer** may suffer accidents or illness in remote places where there are no available medical facilities,

**EXPRESS ASSUMPTION OF RISK(S) AND RESPONSIBILITY:** In recognition of the inherent risk(s) of the activity which the **Customer** and any other person and/or minor children for which the **Customer** is responsible will engage in, the **Customer** confirms that the **Customer** is physically and mentally capable of participating in the activity and/or using the equipment. The **Customer** participates willingly and voluntarily. The **Customer** assumes full responsibility for personal injury, accidents or illness (including death), and any resultant expenses. The **Customer** also assumes full responsibility for damage to or loss of the **Customer's** personal property as the result of any accident and/or incident that may occur. Furthermore, the **Customer** assumes full responsibility for returning any and all equipment rented/provided to the **Customer** by the **Company** in the same condition that the said equipment was rented/provided in, and agrees to take full financial responsibility for any and all repair/replacement costs for the said equipment, based on the **Company's** reasonable assessment of the damage.

The **Customer** assumes the risk(s) of personal injury, accidents and/or illness, including but not limited to, sprains, torn muscles and/or ligaments; fractured or broken bones, eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spine injuries; animal or insect bite or attack, injury caused by discharge of any weapon; shock, paralysis, drowning, including near drowning, and/or death; and hereby acknowledges that during the activity, if the **Customer** experiences fatigue, chill and/or dizziness, it may diminish **Customer** reaction time and increase the risk(s) of accident, injury, and/or damage to the rented/provided equipment.

**COVENANT OF GOOD FAITH:** The **Customer** recognizes that the **Company**, as a provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that the **Company** may find it necessary to terminate the activity at any time due to the forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any and all **Customers** that the **Company** judges to be incapable of meeting the rigors or requirements of participating in the activity. The **Customer** accepts the **Company's** right to take such actions for the safety of the **Customer** and/or others. The **Customer** acknowledges that no guarantees have been made with respect to achieving objectives.

**AUTHORIZATION:** The **Customer** hereby authorizes any and all medical treatment deemed necessary in the event of any injury while participating in the activity. The **Customer** either has the appropriate insurance or, in its absence, agrees to pay any and all costs of rescue and/or medical services as may be incurred on the **Customers** behalf. The **Customer** agrees that any film or photographs of the **Customer**, as a participant, become the property of the **Company** and may be used for promotional and/or commercial purposes.

## RIVER RAFT RENTAL AGREEMENT CONTINUED

**RELEASE:** In consideration of services or property/equipment provided, the **Customer** and any person and/or minor child for which the **Customer** is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, due hereby realize: **Tahoe Sierra Recreation, Inc.**, its principles, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted from is released of all liability and **Customer** waives any claim for damage(s) arising from any cause whatsoever (except that which is the result of gross negligence).

The **Customer** is responsible for the **Customer** and any person and/or minor child for which the **Customer** is a parent, legal guardian or otherwise responsible, and the equipment rented/provided. Rafting is a **HAZARDOUS** activity. The **Customer** understands and agrees that the said rented/provided equipment remains the property of the **Company**, and failure of the **Customer** to return the said equipment to the address from which it was obtained constitutes larceny by bailee and subjects the **Customer** to prosecution therefore.

The **Customer** agrees to pay the **Company** for any loss of or damage to said rented/provided equipment incurred while in the custody of the **Customer**, and to maintain and repair the said equipment and return it to the **Company** in the same condition as when rented/provided.

The **Customer** hereby acknowledges that the **Customer** has examined the said equipment and accessory equipment and that said equipment and accessory equipment are in good condition.

The **Customer** agrees to reimburse **Company** for all attorney fees, court costs, and any other expenses incurred by the **Company** to enforce collection or to preserve or enforce **Company's** rights under this Agreement.

The **Customer** acknowledges that no medical, liability, collision or other insurance coverage is afforded by the **Company** to the **Customer**, and/or any person and/or minor child for which the **Customer** is a parent, legal guardian or otherwise responsible in connection with this Agreement and the use and possession of said equipment, accessory equipment, person property, and any shuttle busing provided by **Company** and used by the **Customer**. Accordingly in the event that **Customer** and/or any person and/or minor child for which the **Customer** is a parent, legal guardian or otherwise responsible and/or said equipment, accessory equipment, personal property and/or shuttle busing provided by the **Company** may be involved in an accident/incident, then the **Customer** shall be liable for any claim for damage(s) or injuries arising out of such accident/incident.

**GOOD RULES TO RAFT BY:** The **Customer** hereby acknowledges and agrees to adhere and cooperate with the following rules listed below, also recognizing that these rules are guidelines and that the **Customer** and/or any person and/or minor child for which the **Customer** is a parent, legal guardian or otherwise responsible is completely responsible for their actions:

**(A)** If the **Customer** has a problem with the raft and/or any type of emergency: (1) Pull the raft to the right side of the river; (2) Everyone else stay with the raft; and (3) **One person** take a paddle, go up to the highway and stand with the paddle up in the air. A **Company Driver** will see you and the **Company** will send an employee/employees to assist you.

**(B)** Everyone and everything will get wet. DO NOT TAKE PERSONAL PROPERTY THAT THE **CUSTOMER** DOES NOT WANT TO GET WET!

**(C)** No infants.

**(D)** ABSOLUTELY NO GLASS!

**(E)** Rafts have no keel. A raft will tip over if mis-weighted. The **Customer** MUST PADDLE TO STEER THE RAFT. The **Customer** MUST PADDLE AROUND ANY OBVIOUS OBSTACLES (i.e., rocks, logs, sticks, and supports for bridges).

**(F)** All persons should stay seated on the BLUE/GRAY areas of the raft (they provide an air cushion in the event that the **Customer** gets stuck on an obstruction). If the **Customer** does get stuck on an obstruction: (1) STAY SEATED; (2) Bounce up and down (in a seated position); (3) The **Customer** may need to change positions to redistribute the weight in the raft and then bounce again (in a seated position); and (4) If the **Customer** must get out of the raft to free it from the obstacle, make sure you STAY UPSTREAM!

**(G)** DUCK AT ANY AND ALL LOW BRIDGES and/or OBSTACLES.

**(H)** PLEASE RESPECT ALL POSTED SIGNS, including but not limited to: "**PRIVATE PROPERTY**", "**SENSITIVE AREAS**", and any type of sign, including but not limited to "**REDUCED/RESTRICTED NOISE**".

**(I)** There are Portable Bathrooms and Garbage Cans along the River. PLEASE USE THEM!

**(J)** ALWAYS WEAR YOUR LIFEVEST AND FOOTWEAR!

**(K)** When the **Customer** goes through any Rapid Section of the River They Must Paddle! After the GREEN BRIDGE, the **Customer** will approach the LAST RAPID SECTION - YOU MUST WEAR YOUR LIFEVEST AND PADDLE HARD!!!!

**CUSTOMER ACKNOWLEDGMENT OF PER PERSON PRICING:** The service, equipment and goods provided the **Customer** by the **Company** are provided to the **Customer** according to a **per person price**. The **Customer** hereby agrees to take full and complete personal responsibility for *any and all additional person(s) -who have not been paid for and are not listed below (with name and signature of said person(s) on this Rental Agreement) hereinafter referred to as "Poachers"* who are seen, observed, or photographed illegally utilizing the services, equipment, transportation, or goods provided to the **Customer** by the **Company**, including but not limited to, the **per person price** owed to the **Company** for each **Poacher**, as well as legal, criminal, and any and all liability remedies will be applied **POACHING IS A CRIME (FRAUD) AND WILL NOT BE TOLERATED!**

**I HAVE READ AND UNDERSTOOD THIS RENTAL AGREEMENT ENTIRELY, INCLUDING THE FOREGOING ACKNOWLEDGMENT OF RISK(S), ASSUMPTION OF RISK(S) AND RESPONSIBILITY RELEASE OF LIABILITY, GOOD RULES TO RAFT BY, and CUSTOMER ACKNOWLEDGMENT OF PER PERSON PRICING. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

Names of Minors; (Printed)

Age(s)

Customer/Responsible

Adult Signature

## **Form 3d: Ropes Course, Rock Wall & Sky Jump Waiver**

- **Please complete this page if your daughter may choose to participate any OR all of these activities**
- **Please skip this page if your daughter WILL NOT participate in these activities**

### **Participant Agreement, Release, and Assumption of Risk**

In consideration of the services of Headwall Corporation, dba Squaw Valley Adventure Center, and Intrawest Corporation, First Ascent Homeowner's Association., Squaw Village Neighbourhood Co. and the Squaw Valley Ski Corporation, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HC"), I hereby agree to release, indemnify, and discharge HC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that indoor artificial wall rock climbing, ropes course activities, hiking/snowshoeing related activities, and the "Skyjump" activity entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the hazards of walking on uneven terrain and slips and falls; being struck by rockfall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off the rock or the course; the risks of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

Furthermore, HC staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity.

My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HC's equipment or facilities, **including any such Claims which allege negligent acts or omissions of HC.**

4. Should HC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against HC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### **Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by HC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_