



ACTIVITY PARTICIPATION AGREEMENT

ACTIVITY DESCRIPTION

ACTIVITY: One-Eighty Adventures: Lake Tahoe Expedition 2024
DATE(S) & TIMES: June 16-20, 2024 (Departure and Arrival are still times TBD)
LOCATION: Sugar Pine Campground Ed Z'Berg Sugar Pine Point State Park. Hwy. 89 • West Shore Lake Tahoe, Tahoma, CA 96142 • (530) 525-7982.

RELEASE OF LIABILITY

NAME OF PARTICIPANT: _____ AGE: _____
NAME OF PARENTS/GUARDIANS: _____
HOME PHONE: _____ CELL PHONE: _____ EMAIL: _____
ADDRESS: _____

In the event of an emergency, if the above people are not available, please contact:

NAME: _____ RELATIONSHIP: _____ PHONE: _____
INSURANCE COMPANY: _____ POLICY# _____
NAME OF INSURED: _____ GROUP#: _____

I acknowledge that participation in the activity described above involves risk to the participant (and to the participant's parents or guardians, if the participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage.

In consideration for the opportunity to participate in the activity described above (the "activity"), the participant (or parent/ guardian if the participant is a minor) acknowledges and accepts the risks of injury associated with participation in and transportation to and from the activity. The participant (or parent/guardian) accepts personal financial responsibility for any injury or other loss sustained during the activity or during transportation to and from the activity, as well as for any medical treatment rendered to the participant that is authorized by One- Eighty Programs or its agents, employees, volunteers, or any other representatives (collectively referred to as the "activity sponsor"). Further, the participant (or parent/guardian) releases and promises to indemnify, defend, and hold harmless the activity sponsor for any injury arising directly or indirectly out of the described activity or transportation to and from the activity, whether such injury arises out of the negligence of the activity sponsor, the participant, or otherwise.

If a dispute over this agreement or any claim for damages arises, the participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the participant (or parent/guardian) and the activity sponsor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution in accordance with the rules of the American Arbitration Association.

X _____ X _____
Signature of Participant Date Signature of Parent/Guardian Date

HEALTH SCREENING & MEDICAL RELEASE

Please list any known allergies:

Please list any medications being taken and instructions:

Understanding that adventure activities are inherently physically demanding and places many new challenges on novice outdoors persons, please list any known physiological, medical, or psychological conditions that our adventure guides need to be made aware of:

- Yes, you can give my child over the counter medication such as ibuprofen or acetaminophen if needed.
- My child can swim: Please specify ability level: _____
- Please have an Adventures guide contact me so I can share more about the above.

In the case of an emergency, I understand that every effort will be made to contact me. If I cannot be reached, I hereby give One-Eighty Programs and anyone acting for One-Eighty Programs permission to act on my behalf in seeking emergency treatment for my child. I give permission to those administering emergency treatment to do so, using those measures deemed necessary. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care should it become necessary. This authorization is given pursuant to the provisions of Section 25.8 or the Civil code of California.

I absolve One-Eighty Programs and any other parties' action for One-Eighty Programs from liability in acting on my behalf in this regard.

Should it be necessary for my child/student to return home from this activity due to medical reasons or disciplinary actions the undersigned shall assume all transportation expenses.

X

Signature of Parent/Guardian

Date



Participant Agreement, Release of Liability and Waiver of Claims

This is a legally binding document. Please read and understand its terms before signing.

I hereby agree that in consideration of my use of the services and facilities of Headwall Corporation, a California Corporation, dba, Tahoe Treetop Adventure Parks, North Tahoe Adventures, Olympic Valley Ropes Course and Big Blue Aerial, a California corporation, and also services or property provided by any of the following: Granlibakken Management Company, Norma Parson, Ronald Parson, Lauren Parson, Par Resorts LLC, Granlibakken Property Owner’s Association, North Tahoe Public Utility District, Palisades Tahoe Resort LLC, Palisades Tahoe Real Estate, LLC, Palisades Tahoe Ski Holdings, LLC, Alterra Mountain Company and the aforementioned individuals’ or entities’ affiliates, and each of their respective agents, directors, members, managers owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter, collectively referred to as the “Released Parties”), **I shall release from liability, not sue, indemnify, and hold harmless** the Released Parties, on behalf of myself and all participants on behalf of whom I am signing this Agreement, including without limitation, minor participants, my children, my parents, my heirs, assigns, personal representative and estate as follows:

Knowledge of Risks. I acknowledge that aerial adventure park activities, high and low ropes course activities, use of zip lines, artificial rock wall climbing, running, hiking, snowshoeing, orienteering, biking, and use of rental equipment (hereinafter, the “Activities”) entail certain known and unknown inherent risks that could result in property damage, physical or emotional injury, paralysis, death, or damage or injury to third parties. I understand that such risks simply cannot be eliminated without altering the essential qualities of the Activities. These risks include, but are not limited to: the hazards of walking on uneven terrain or objects, tripping, slipping and falling, being struck by natural or manmade objects, instruction on, and use of, technical climbing equipment, equipment malfunction and/or failure, collisions with natural or manmade objects, collisions with other participants or venue employees, exposure to extreme weather conditions, encountering risks existing within a natural forest environment; including rocks, trees, stumps, pinecones, pine needles, branches and sticks, falling from heights, exposure to insect or animal bites, my own physical condition and limitations and my own failure to follow instructions related to participating in the Activities.

Acceptance and Assumption of Risks. I expressly agree and promise to accept and assume all of the risks existing in the Activities, whether known or unknown by me. My participation in the Activities is purely voluntary and I elect to participate in spite of the risks.

Release of Liability/Agreement Not to Sue/Indemnification. To the fullest extent allowed by law, I hereby voluntarily release, forever discharge, agree not to sue and agree to indemnify and hold harmless Released Parties from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Activities or my use of Released Parties’ equipment or facilities, including any such Claims which allege negligent acts or omissions of Released Parties. Should Released Parties or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this Agreement as a result of my participation in the Activities, I agree to indemnify and hold Released Parties harmless for all such fees and costs.

Photo/Video Release. I acknowledge that the Released Parties may, for commercial purposes, take photographs and/or video of its patrons while using the Released Parties premises and operations which may render patrons readily identifiable in these images. I agree and grant permission to the Released Parties to use my likeness in photographs and/or video for advertising, publicity, or other commercial purpose(s) without receiving compensation and without restriction as to frequency and duration.

Rules. I agree to abide by all rules and regulations set by Released Parties related to the Activities. I agree that I have met both the age and weight requirements set forth by Released Parties'. I further agree to participate in the Activities in a responsible manner and not in a manner as to endanger myself or others.

Insurance. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, in the Activities, 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.

Venue/Governing Law/Severability. I agree that any dispute arising from this Agreement shall be filed in the state of California, County of Placer or Nevada (whichever applicable) and that California law shall govern. 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.

I have read and understood this document and I agree to be bound by its terms.

Participant’s Signature: _____ Print Name: _____

Address: _____ City: _____ State: _____

Phone: _____ Date: _____

If Participant is under 18 years of age, the Participant’s parent or legal guardian must enter into this Agreement on Participant’s behalf by signing below.

In consideration of (print Minor’s name(s)) _____ (hereinafter, “Minor(s)”) being permitted by Released Parties to participate in the Activities and to use its equipment and facilities, I agree to release from liability, indemnify and hold harmless Released Parties 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. I represent that I have a legal right to enter into this Agreement on behalf of the Minor.

Parent’s/Guardian’s Signature: _____ Print Name: _____

Address: _____ City: _____ State: _____

Phone: _____ Date: _____