



# Tahoe City Winter Sports Park 2020/21 Terms of Use, Photo/Media Release and Waiver, Release and Indemnity Agreement

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Name

Phone/Cell

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Mailing Address

City

State

Zip Code

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Email

Date

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## **READ CAREFULLY BEFORE SIGNING – THIS LIMITS TCPUD’S LIABILITY AND YOUR LEGAL RIGHTS**

**TERMS OF USE:** TAHOE CITY PUBLIC UTILITY DISTRICT (“TCPUD”) owns and operates the TAHOE CITY WINTER SPORTS PARK (“TCWSP”). TCPUD shall have the right to suspend or terminate the privileges of any person, including any pass holder, without refund, to use the TCPUD property, including, but not limited to the TCWSP, (collectively “TCWSP”) if the person or the person’s guest engages in conduct that is deemed by TCPUD to be likely to endanger the welfare, safety, harmony, or good name of the TCPUD or TCWSP or its guests or that is otherwise improper or illegal. TCPUD shall be the sole judge of what constitutes improper conduct, but improper conduct shall include (i) violating TCPUD rules, including rules regarding dogs; (ii) damaging, destroying or stealing property of TCPUD or of guests or employees of TCPUD; (iii) failing to pay amounts owed to TCPUD in a timely manner; and (iv) abusing, threatening, or harassing guests or employees of TCPUD. TCPUD shall not be responsible for loss of or damage to any personal property used or stored at TCWSP. I have read and understand TCPUD’s rules, the season pass agreement, day use rules, and policies and agree to abide by them.

### **Photo/Media Release**

I give permission to TCPUD to use photographs, videos, and/or other digital media of me and/or my minor child/ward, without royalties or compensation of any kind, at any time without further approval, in any format and in any and all of TCPUD’s publications, including, but not limited to, its website, brochures, newsletters, emails, email blasts, videos and general publications.

### **WAIVER, RELEASE and INDEMNITY AGREEMENT**

I, the undersigned, for myself and/or as parent/guardian of a minor, recognize and acknowledge that there are certain risks of injuries, damage or loss when using TCWSP and TCPUD services and engaging in activities, including, but not limited to, ice skating, sledding, snowbiking, cross country skiing and snowshoeing.

I and/or my minor child/ward have voluntarily chosen to visit TCWSP. I am knowledgeable about the COVID-19 pandemic and the risks of exposure to COVID-19 at TSWSP, including heightened risks to certain categories of persons (e.g., elderly, immuno-compromised, underlying health issues, certain demographics, and others). I understand that COVID-19 is highly contagious and I can be exposed to COVID-19 at any time despite TCPUD attempting to follow or following its and other governmental guidelines. I understand that exposure to COVID-19 is hazardous and poses risks of injury and death to me and/or my family whether I am at heightened risk or not. I further understand and acknowledge that being present at TCWSP exposes me to risks which have the potential to cause death, injury, disability, or illness.

I warrant and represent that: neither I nor my minor child/ward (collectively “We”, “Us” or “Our”) currently have a communicable disease (including COVID-19); there are no special problems associated with Our health arising from

or related to COVID-19; neither of Us are currently having symptoms of COVID-19; neither of Us have tested positive for COVID-19 (unless subsequently cleared from quarantine by Our medical doctor) and neither of Us are currently advised to be under self-quarantine. Understanding the nature of the COVID-19 pandemic and the risks posed, I represent and warrant that We are healthy enough to be present at the TSWSP and to undertake the risks of COVID-19. I agree to take appropriate and safe action if either of Us begin to have symptoms of COVID-19, including, but not limited to, immediately stop using and leave, or not arrive or use, the TSWSP. I accept full responsibility for any medical expenses incurred in connection with the foregoing.

The risk of infection due to inattention, carelessness, recklessness, or negligence of others is great at all times. I agree to be diligently aware of my surroundings. I agree to follow TCPUD’s rules and all current applicable health guidelines from state and county health officials, regarding COVID-19, including but not limited to social distancing, wearing masks, washing hands, using hand sanitizer, limiting interactions with groups, and so on.

I voluntarily agree to expressly assume all risks of injury, illness, or death that might be associated with the use of the TCWSP, TCPUD services and COVID-19 pandemic. In consideration for being permitted to use the TCWSP and TCPUD services, on behalf of myself and/or my minor child/ward, I agree to release, waive, defend, indemnify, hold harmless, and agree not to sue the TCPUD, its elected and appointed officials, employees, volunteers, and agents (“Released Parties”) for, from and against all claims, lawsuits, demands, costs, fees, damages, judgments, liabilities, injuries, illnesses, death, or property damage resulting or arising from, or related to the use of the TCWSP, TCPUD and services and the COVID-19 pandemic (“Claims”), regardless of the cause, to the fullest extent allowed by law, including, without limitation, for the alleged or actual negligence, whether active or passive, of the Released Parties, except that which is the result of gross negligence and/or wanton misconduct of the Released Parties, arising from or in any way connected with use of the TCWSP and TCPUD services and the COVID-19 pandemic. I further understand and agree that this Waiver, Release and Indemnity Agreement (“Agreement”) will have the same effect as to any claims brought by my minor child/ward, heirs, assigns, or legal representatives.

I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the release will remain in effect, valid, and enforceable. I agree that any action in law or equity will be brought exclusively in Placer County, California. Any disputes will be subject to and determined under the laws of California.

I understand and agree that this Agreement is valid for any claims arising out of or related to my presence at and/or use of TCWSP. I have read, understand and further agree that no oral representations, statements, or inducements apart from the Agreement have been made. **With a full understanding of this Agreement, I enter into it freely and voluntarily and agree that it is binding upon me, my family, my minor child/ward, heirs, assigns, and legal representatives.**

Print Name	Signature of Parent or Guardian	Date of Birth

### MEDICAL RELEASE AND PERMISSION TO TREAT A MINOR

I, the undersigned parent or legal guardian of the **participant minor child/ward named above**, hereby give consent to Tahoe City Public Utility District, in the event of a medical emergency relative to my child/ward, to provide any and all emergency first aid treatment and/or refer treatment to a duly licensed physician (MD), dentist (DDS) or other medical care provider to my child/ward. This care may be given in any way deemed advisable or necessary to preserve life, limb, or well-being of my child/ward. 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 child. Furthermore, the undersigned agrees to INDEMNIFY

and HOLD HARMLESS TCPUD and its elected and appointed officials, employees, volunteers, and agents for any costs incurred therein.

This authorization and consent shall remain effective through May 1, 2021.

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Signature of Parent/Guardian

Print Name

Date