

**PARTICIPANT'S ASSUMPTION OF RISKS
AND RELEASE OF LIABILITY**

- 1. Booking and Organization of Activity.** I hereby acknowledge that Activitiesrenotahoe LLC, a Nevada Corporation (ART), dba (Sierra Adventures) is only responsible for marketing, organizing, and booking the adventure tour(s) that I have agreed to participate in. I also acknowledge that Activitiesrenotahoe LLC, a Nevada Corporation, dba (Sierra Adventures) operates a guide service. I understand and acknowledge that neither (ART), nor Sierra Adventures, their guide's services, their owners, officers, directors, managers, members, shareholders, agents, or employees are responsible for or required to provide any of the transportation, activities or guide services for the adventure tour(s) that I am participating in.
- 2. Voluntary Participation.** I, being eighteen (18) years of age or older, or, if younger than eighteen (18) years of age, with the authorization and consent of my parent or guardian, hereby acknowledge that I am voluntarily choosing to participate in adventure tour and activities that I have selected and booked.
- 3. Acknowledgment of Risks.** I understand, acknowledge, and am aware that participation in the adventure tour or activities including, but not limited to, atv tours, air travel, biking, ballooning, boarding, bird watching, boating, bus travel, child activities, disc golfing, dog sledding, events, fishing, golfing, hang gliding, helicopter rides, hiking, horseback riding, hunting, jet skiing, kayaking, motocross, motor coach travel, mountain biking, off-road tours, parasailing, photo tours, use of any rental gear, river rafting, river tubing, road cycling, rock climbing, trapshooting, sailing, skiing, skydiving,, T-6 and vintage plane rides, snow cat rides, snowmobiling, snow shoeing, soaring, snow tubing, treasure hunts, water sports, wind sports, outdoor or indoor activities, lessons and clinics, shuttle transport, and any activities (the "Activities"), are dangerous activities in which a participant could suffer serious bodily, psychological, and neurological injury or death or property damage, or cause injury to another's person or property. The possible risks associated with participation in the Activities include, but are not limited to: the participant being thrown from or falling off of equipment, terrain or animals; dropping, being trapped under or hit by components of equipment, gear or other participants; sustaining an injury or health condition including but not limited to hypothermia, shock, heat stroke, broken bones, torn muscles or tendons, paralysis, or trauma; drowning; damage or injury from slips, falls, collisions or contacts with equipment, gear, terrain or other participants; error or negligence of instructors, guides, or drivers; extreme weather conditions; avalanches; substandard or lack of emergency services or poor communications where Activities are engaged in by participant; improper instruction, equipment or faulty equipment; exposure to tainted or contaminated water or food; and the actions of domestic and wild animals. **I understand and agree that the Activities are inherently risky and that the inherent risk cannot be eliminated without destroying the unique character of the Activities.**
- 4. Assumption of Risks and Responsibility.** I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in the Activities described herein is done with knowledge of the risks, and I elect to participate in spite of the risks. My participation is purely voluntary, and no one is forcing me to participate. I verify that I am in good physical condition and have no medical reason, condition, or impairment that might prevent me from my participation in Activities. I acknowledge that no owner, representative, or employee of (ART) has given me any medical advice and will not provide me will any medical advice related to my physical condition and/or ability to participate in the Activities. I acknowledge that I am not relying upon any oral, written, or visual representation from (ART) or Sierra Adventures to induce me to participate in the Activities. I take full responsibility in obtaining my own health, liability and trip insurance. I verify that I am not under the influence of alcohol or drugs, and am sufficiently qualified, trained and capable to participate in these Activities. Therefore, I assume full responsibility for myself, including any minor children for whom I am responsible, and hereby agree to accept any and all risks of bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur.
- 5. Suitability of Participants.** Persons should not participate in the activities described herein if: (a) the participant is or will be under the influence of alcohol, drugs, or medication during these Activities; (b) the participant does not fully understand and comprehend any rules, instructions, or direction given during the course of these Activities; or (c) the participant has any physical or mental injury, impairment or condition that would prevent him or her from participating fully in these Activities.

