

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY**

*Please read this contract carefully.  
It releases Sierra Mountain Center from liability and waives certain rights.*

In consideration of being permitted to participate in a climbing, mountaineering, or backcountry skiing experience facilitated by Sierra Mountain Center, LLC (“SMC”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in a climbing experience, which experience may entail various activities including hiking, backpacking, rock climbing, mountaineering, ice climbing, backcountry skiing, emergency training, and related transport by SMC (hereinafter the “Activity”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by SMC, the presence of which are integral to the adventurous nature of the Activity. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with the Activity not listed below: 1) **General risks associated with the Activity**, including: rough trail; slipping, tripping or falling; allergen exposure; exposure to poisonous plants; exposure to dangerous wildlife or insects; bee stings; snake bites; falling trees; moving objects associated with extreme weather; wind; hail; lightening; existing, changing, or otherwise dangerous snow, ice, and/or rock conditions; surfaces covered with ice and snow; surfaces covered with water or rain; temperature fluctuations; extreme or partial darkness; wildfire or uncontrolled camp fire; food-borne, water-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; avalanche; all manner of outdoor injuries including brain injury, spinal injury, broken bones, burns, internal injury, sickness or disease, hypothermia, sunburn, heatstroke, dehydration, hyponatremia, and high altitude injury; mentally or physically unstable or criminal trip participants; negligence by trip participants; getting lost; errors in guide or instructor judgment or lapse in guide or instructor skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. 2) **Specific risks associated with hiking, backpacking, rock climbing, mountaineering, ice climbing, and emergency training**, including: rough trail; slipping; tripping; collisions with other trail users or Participants; falling (including from heights); exposure to falling rock, ice, or other objects; being struck by or striking objects; unmarked or obscured hazards in the outdoor environment; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; dangerous climbing conditions or surfaces; equipment failure or malfunction; anchor failure; Participant’s failure to wear protective gear or clothing; Participant’s failure to estimate and operate within Participant’s experience; unsafe speed of travel for conditions or experience; crevasses; exposure to unmaintained, naturally existing and artificial climbing and rappelling anchors, including “fixed” anchors such as bolts, pitons, “v-threads,” webbing, rope or chain; and errors in guide or instructor judgment or lapse in guide or instructor skill. 3) **Specific risks associated with backcountry skiing**, including: variations in terrain; slipping; tripping; falling; loss of balance; unmaintained trails; path and/or trail obstructions; existing, changing, or otherwise dangerous snow conditions; hazardous surfaces covered with ice and snow; exposure to falls, including from heights; falling objects; dangerous skiing or snowboarding conditions; poor or mistaken judgment by SMC personnel; snow immersion, including falling into a tree well, and suffocation; changing weather, dangerously cold temperatures, extreme wind, and other adverse weather conditions; difficulty with route finding; poor or varying visibility; whiteout conditions; high altitude; equipment failure, malfunction, or failure to operate as intended; collisions with other participants or members of the public; collisions with trees, natural and man-made objects, exposed, or hidden boulders, rocks, holes, stumps, trees, tree roots, and cliffs; the Participant’s own failure to understand and comply with instructions; hazardous encounters with snowmobiles, or other on-mountain motor vehicles; lack of shelter; getting lost; and errors in guide judgment, or lapse in guide skill. 4) **Specific risks associated with transport in a motor vehicle**, including: all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; and lapse in driver judgment or skill. I understand that SMC has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant’s Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with SMC the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I understand that if I provide my own equipment, I am responsible for its maintenance and use. I understand that I am responsible for truthfully disclosing and notifying SMC of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by SMC, including in any website or promotional materials, to induce me to participate in the Activity.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for SMC's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE SIERRA MOUNTAIN CENTER, LLC**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, members, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not including gross negligence or intentional conduct).

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**6. Medical Authorization:** I hereby: 1) authorize the Released Party to undertake any emergency medical care for me; 2) authorize the Released Party and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold the Released Party harmless from any claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**9. Agreement to Application of California Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by California law, and that the exclusive jurisdiction for any claim shall be in the Superior Court of California, County of Inyo, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**10. Miscellaneous Provisions:** I agree that SMC may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of SMC. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that SMC is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor

Participant: \_\_\_\_\_