

Dear Guest:

No one can guarantee your safety in the backcountry. By staying at the Lodge, and traveling to and from it, you will encounter a variety of hazards, foreseen or unforeseen, that are inherent in the Lodge's wilderness setting. If you choose to engage in outdoor recreational activities in the Lodge's vicinity, you will encounter still more hazards.

These hazards include, but are not limited to: cliffs and other steep terrain; changing weather conditions; variable surface and subsurface conditions; avalanches, whether triggered by natural forces or by human beings; crevasses, ice fall, seraces, and other conditions inherent in glaciated terrain; equipment malfunction or other problems in a helicopter, snowcat, snowmobile, or the Lodge itself; a dangerous railroad crossing; loading and unloading of vehicles; and defects in equipment provided by the Lodge. Some of these risks may arise from the negligence of Lodge staff or others, who may fail to predict whether terrain is safe to approach, who may provide faulty or inappropriate equipment, and who may be negligent in other ways. In addition, you may become lost or immobilized where communication is difficult and you may require rescue, which may arrive slowly or not at all. You may require medical attention, which is not available at the Lodge, and evacuation may be delayed.

By signing this form, you will be acknowledging that you are voluntarily accepting all of these risks, and you will be releasing the Lodge from all liability for them, not only to you but also to your family and representatives. If you are signing on behalf of a minor, the minor will also give up the right to sue. Accordingly, you should review this document carefully. If you don't understand it, have an attorney explain it to you. You should also consider purchasing insurance to compensate you or your heirs for any personal injury, death, property damage or loss that you sustain as a result of your visit to the Lodge.

This document is an important part of the bargain between you and the Lodge, and the Lodge will not provide accommodations unless you sign it. If after reading it you decide you do not wish to participate, please contact the Lodge immediately and your reservation will be cancelled. If you are willing to visit the Lodge under these terms, please fill out the bottom of this form and sign and date it.

Name:

Dates of Stay:

Name of Accompanying Minor(s):

Address:

City:

State:

ZIP Code:

Primary Phone:

Alternate Phone:

E-Mail Address:

Emergency Contact Name:
Contact Alternate Phone:

Emergency Contact Primary Phone:

Emergency

ACKNOWLEDGMENT OF ASSUMPTION OF RISK, RELEASE, AND COVENANT TO INDEMNIFY

Assumption of Risk. I acknowledge that staying at the Lodge, traveling to and from it, and engaging in outdoor recreational activities in its vicinity all pose a variety of hazards, foreseen and unforeseen, including but not limited to those set forth on the front page of this document. I further acknowledge that those risks contribute to the enjoyment of a visit to the Lodge and are reasons for my visit. I freely and voluntarily ASSUME THE RISK of encountering all of those hazards. I appreciate that I may need to exercise extra care for myself and for others around me in the face of those hazards. I understand that this assumption of the risk will bind my heirs, administrators, executors, and any other person or entity seeking to claim under or through me.

Release. In consideration of, and as part payment for, the right to visit the Lodge, I hereby RELEASE to the fullest extent allowed by law the Lodge and its officers, directors, partners, associates, employees, agents, pilots, guides, instructors, representatives, attorneys, contractors, subcontractors, successors, assigns, and affiliates (collectively, the "Affiliates") from all liability or responsibility of any kind whatsoever for any personal injury, death, property damage or other loss sustained by me or by any minor identified on the front of this form as a result of my or the minor's participation in a visit to the Lodge, due to any cause whatsoever, including without limitation NEGLIGENCE on the part of the Lodge or any of its Affiliates. I understand that this RELEASE will bind my heirs, administrators, executors, and any other person or entity seeking to claim under or through me.

Indemnity. I agree to REIMBURSE the Lodge and its affiliates for any costs, damages, injuries or other losses caused by my negligence during my stay.

Evacuation. I acknowledge that the Lodge may evacuate me from the backcountry if its staff deems my behavior to be a threat to myself or other guests. I hereby RELEASE to the fullest extent allowed by law the Lodge and its Affiliates from all liability or responsibility of any kind whatsoever for any costs, damages, injuries or other losses that I incur as a result of such an evacuation, and I further agree to REIMBURSE the Lodge for any costs, damages, injuries or other losses that it incurs as a result of such an evacuation.

Warranties. I am at least eighteen years old. I am physically fit, and I suffer from no illness or other physical limitation that might require immediate medical attention or that might impair my ability safely to engage in any activity in which I intend to engage during my stay at the Lodge. I understand that there are no medical facilities at the Lodge and that medical treatment will not be available. In executing this document, I am not relying on any oral or written statement or representation made by the Lodge or any of its Affiliates, including statements in any of its handouts or brochures or on its web site, that

contradicts or in any way disclaims any intention of relying on any statement contained in this document. I have read and understood this entire document before signing it.

Dispute Resolution. This document contains the parties' entire understanding concerning liability for any personal injury, death, property damage or other loss sustained as a result of a visit to the Lodge, and the Lodge is not bound by any other agreement, statement, or promise made before the execution of this document. This document is intended to be as broad and inclusive as is permitted by law. Should any part of it be held invalid or unenforceable, that portion should be construed as much as possibly consistent with applicable law and the remaining portions should remain in full force and effect. This document should be treated as though it were executed in Truckee, California, and it should be interpreted in accordance with the laws of the State of California (without regard to conflict of law principles). Any action or proceeding arising out of or relating to this document or the guest's stay at the Lodge must be commenced in Nevada County Superior Court, and the parties waive the right to argue that Nevada County is an inconvenient forum in which to maintain that action or proceeding. In any action or proceeding arising out of or relating to this document or the guest's stay at the Lodge, the prevailing party will be entitled to an award of costs and attorneys' fees.

Signature

Date