



Tahoe City Winter Sports Park 2023/2024 Terms of Use, Photo/Media Release and Waiver, Release and Indemnity Agreement

Name _____ Phone/Cell _____

Mailing Address _____ City _____ State _____ Zip Code _____

Email _____ Date _____

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 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 representative

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, 2024.

Signature of Parent/Guardian

Print Name

Date