



## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in sledding (the “Activity”) provided by THE MEYERS SLED COMPANY LLC, a California limited liability company (the “Company”). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE, INCLUDING, BY WAY OF EXAMPLE, AND NOT LIMITATION, THE FOLLOWING: FALLING OUT OF THE SLED; FALLING ON SNOW AND ICE COVERED PATHS; TRAVELING AT VARIOUS SPEEDS; COLLISIONS WITH OTHER SLEDDERS; COLLISIONS WITH NATURAL OBJECTS; COLLISIONS WITH ASSOCIATED EQUIPMENT; VARIATIONS IN TERRAIN; VARYING SURFACE CONDITIONS SUCH AS: ICE, ICE CHUNKS AND WET OR SLUSHY SNOW; AND THE USE OF LIFTS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against the Company, and its officers, directors, managers, employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage arising out of or attributable to the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This Release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement.

I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to the Activity, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in El Dorado County, California and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE ACTIVITY.**

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**ADDITIONAL ADULTS CAN BE ADDED TO BACK OF PAGE**

**I am the parent or legal guardian of the minor(s) named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Assumption of Risk.**

Printed Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

**ADDITIONAL ADULTS CAN BE ADDED TO BACK OF PAGE**

Printed Name of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_