



# ATTENTION RIDERS

**You must complete the following forms  
& submit them at Rider Check-In to  
receive your Rider Packet at  
Robie Park**

PRINT AND SUBMIT EACH FORM ON A SEPARATE PIECE OF PAPER,  
AS EACH DOCUMENT GOES INTO A DIFFERENT MANAGEMENT BINDER

- **Emergency Information**
- **Rider & Horse Biography**
- **Palisades Tahoe Liability Release** (This document is 4 pages long. Read it; it affects your rights to sue. Please bring a signed copy of ONLY Page 4 of this doc to the Registration Station at Check-in.)
- **If You Are Not the Owner of Your Mount, You Must Submit Forms A & B at Check-In, Which Require the Signature of the Owner of Your Mount. \***  
*\*(This is the third year this has been required)*

UPON RECEIPT OF THE ABOVE COMPLETED  
DOCUMENTS, YOU WILL BE GIVEN YOUR  
TEVIS RIDER PACKET

We have extra forms at the check-in table for your use.



# EMERGENCY INFORMATION



This information is for official use by Tevis Management in the event of a rescue or medical emergency. Please provide as much **current** information as possible.

**DO NOT MAIL THIS FORM. Hand Deliver to Ride Management during check-in.**

**Please PRINT (Legibly—your safety depends on our being able to read this form)**

Rider #	Rider Name					<input type="checkbox"/> Male
						<input type="checkbox"/> Female
Birth Date	Height	Weight	Hair Color	Eye color	Home Phone	
Street Address			City	State	Zip	
Emergency Contact Person/s Name (This person <b>MUST</b> be able to be contacted during the ride in case of an emergency)						
Emergency Contact Person/s Cell or Telephone number/s						
Place where you will be staying before/during/after the Ride				Phone number at this location		

Crewmember Name	Cell Number ***	Vehicle/Trailer Make/Model & Color	License Plate

\*\*\* Please instruct your crew to leave their cell phones on during ride day.

Equine Name	<input type="checkbox"/> Gelding <input type="checkbox"/> Mare <input type="checkbox"/> Stallion		
Breed	Color	Height	Weight
Owner Name (if owner is not the rider)	Owner Contact cell/telephone number/s during Ride		

<p><b>Please List <u>special medical considerations</u> and <u>other information</u> that might prove helpful in an emergency:</b></p>   <p><input type="checkbox"/> <i>please continue on reverse if needed</i></p>
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# RIDER AND HORSE BIOGRAPHY



Please fill this form out in advance and turn in at Ride Check-in.

**ALL RIDERS OF THE TEVIS MUST COMPLETE THIS FORM**

Additionally, if you are leasing your mount, the rider must submit "FORMS A & B" which require the owner's information and signature. Both Form A & Form B are included in the email: *Rider's Digital Packet #2*.

The information is for the Announcer at McCann Stadium as you take your victory lap. It may also be used for press release and Tevis website purposes.

Please PRINT CLEARLY...

Rider #	Rider Name (...and help with how to pronounce it)				Rider Age
Home Town	Occupation	Years in Endurance	Tevis Attempts	Prior Tevis Completions	
Accomplishments in Endurance (career miles, wins, B.C.'s, etc.)					
Other riding background (eventing, jumping, rodeo, polo, etc.)					

Equine's Name	Nickname (if any)	Breed	Age	Sex
Sire	Dam	Career Miles	Tevis Attempts	Prior Tevis Completions
Accomplishments in Endurance (wins, B.C.'s, etc.)				
Unique history (finished every ride, rescue animal, etc.)				

Foreign Riders ONLY Home Country:	Horse Owner's Name	Horse Owner's phone #		
Horse Owner's street address	City	State & ZIP Code	Will Owner be on site at the ride? <b>Y</b> <b>N</b>	
Owner's email address:				

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK, INDEMNITY, AND CONSENT TO MEDICAL TREATMENT/TRANSPORT AGREEMENT**

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE EFFECT OF THIS AGREEMENT MAY VARY FROM JURISDICTION TO JURISDICTION.

**PLEASE READ CAREFULLY!**

**WHENEVER "YOU", "YOUR", "I", "ME", "MY", "MYSELF", OR "WE" IS USED IN THIS AGREEMENT, IT REFERS TO ALL RELEASORS WITHOUT HAVING TO RESTATE THAT INTENT EVERY TIME "YOU", "YOUR", "I", "ME", "MY", "MYSELF", OR "WE" IS USED.**

**DEFINITIONS**

As used in this Agreement, whether in the singular or plural:

"Activities" means all skiing and snowboarding activities (including clinics and lessons); Events; snowshoeing; biking; snow/ski biking; hiking; tubing; tobogganing; up-hilling; touring; guided tours; Resort-provided transportation; Equipment rental, use, tuning or repair; any other access to or use of a Resort or part of a Resort, including access to or use of terrain parks, mountain coasters, alpine slides, ice skating, zip lines, climbing walls, tubing facilities, trampolines and other amusement events, facilities or features, food and beverage locations, retail locations, buildings and premises, base areas, trams, gondolas, chairlifts, rope or other tows, moving carpets or other conveyances, snowcats, vehicles, sidewalks, stairways, trails and parking lots; and, if volunteering at or for a Resort, all tasks carried out as a volunteer.

"Agreement" means this "Release of Liability, Waiver of Claims, Warning, Assumption of Risk, Indemnity, and Consent to Medical Treatment/Transport Agreement."

"Equipment" means all equipment offered for use or rent by a Resort, including skis, snowboards, bikes, snow/ski bikes, snowshoes, snowblades, ski boards, boots, poles, bindings, helmets, apparel, goggles, ice skates, tubes, toboggans, sleds, harnesses, exercise equipment or any other equipment used for an Activity.

"Events" means competitions, races and other special or competitive events, including pre- and post-event activities such as "warming up" and "cooling down", training, practicing, the use of training courses, awards ceremonies and post-Event celebrations and spectating.

"including" means "including without limitation" and "include" or "includes" means "includes without limitation".

"Minors" means participants listed below who have not reached the age of majority in the jurisdiction where they are participating in the Activities or use the Equipment.

"Pass" means the season or other frequency pass product that provides access to a Resort.

"Releasors" means all participants signing this Agreement and all Minors and all other participants on behalf of whom a signatory signs this Agreement.

"Resort" means each ski area, resort, facility and operation accessed with the Pass or at which Releasors participate in Activities.

**PASS ADVISORY**

**Be advised:** You must sign this Agreement to purchase a Pass at a discounted price from the day ticket price or to participate in certain Activities at a Resort.

The Pass does not guarantee access to a Resort for a minimum or a maximum number of days in each season or that a Resort will be open for a minimum or a maximum number of days each season. Use of the Pass to access a Resort is subject to, among other things, the Resort being open and having the capability and/or capacity to grant access. Each Resort reserves the right to close or limit access to the Resort for weather, safety or any other reason at its sole discretion with or without notice during each season. I understand, accept and agree that use of the Pass is subject to the length and occurrence of each season, which may be affected by weather, weather-related events, travel advisories, public health or government order, or any other event or occurrence that limits or prohibits a Resort from its full or partial operations.

I understand, accept and agree that the Pass is for the sole use of the individual to whom it is issued, that such individual's likeness, name, and/or other specific information will be associated with the Pass account and visible to Resort staff, and that **the Pass is NOT TRANSFERABLE, CANNOT BE USED BY ANYONE OTHER THAN THE INDIVIDUAL TO WHOM IT IS ISSUED and CANNOT BE RESOLD.** I also understand, accept and agree that the Pass may be confiscated, revoked or suspended at any or all Resorts, if, in the sole judgment and discretion of a Resort or Alterra Mountain Company, I act in any manner that endangers or may endanger the safety of me or another person; I violate the law, the Community Guidelines & Expectations, or Resort policy; I organize or run an unauthorized event; or I provide ski/snowboard lessons, guided tours or other services at the Resort for compensation without the Resort's prior express authorization; I use the Pass in a fraudulent manner; or I engage in misconduct, abuse Resort staff or other participants, or create a disturbance or nuisance; or I revoke this Agreement. I further understand, accept and agree that such acts may also be prosecuted as a criminal offense, as applicable. I acknowledge the affirmative duty to immediately notify the issuer if the Pass is lost or stolen.

I understand, accept and agree that if I or any Releasor is involved in, or witnesses, a collision or other incident at the Resort, the Resort may disclose my and/or the relevant Releasor's name and contact information to third parties involved in the collision or incident, including the investigation, treatment and adjudication thereof. If consent is required, I or any Releasor expressly consent to such disclosure, and I or any Releasor hereby waive any and all claims against the Resort that I or any Releasor did not consent to such disclosure.

**AGREEMENT EFFECTIVE UNTIL REVOKED**

I UNDERSTAND, ACCEPT AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL I PROVIDE WRITTEN REVOCATION TO EACH APPLICABLE RESORT AND THE REVOCATION IS COUNTERSIGNED BY AN AUTHORIZED SIGNATORY OF EACH APPLICABLE RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY TO EACH DAY AND EACH SEASON THAT I OR ANY RELEASOR ACCESS A RESORT AND TO EACH ACTIVITY THAT I OR ANY RELEASOR PARTICIPATE IN AT A RESORT WITHOUT REQUIRING ME OR ANY RELEASOR TO SIGN AN ADDITIONAL AGREEMENT.

**ACKNOWLEDGMENT OF DANGERS AND RISKS**

I understand, accept and agree that participation in Activities, including use of Equipment, is HAZARDOUS and involves risks of bodily injury that may include serious permanent disability or death. I acknowledge and accept all dangers and risks associated with the Activities, including use of Equipment, whether or not expressly listed in this Agreement, whether known or unknown to me, or whether or not inherent risks of the Activities, including use of Equipment. UNDERSTANDING AND ACCEPTING ALL DANGERS AND RISKS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES, INCLUDING USE OF EQUIPMENT, OR VOLUNTARILY CHOOSE TO ALLOW ANY RELEASOR TO PARTICIPATE IN THE ACTIVITIES, INCLUDING USE OF EQUIPMENT.

I understand, accept and agree that the Activities involve numerous dangers and risks including unpredictable or variable snow or weather conditions; extreme cold; frostbite; hypothermia; high elevation; wildlife and domestic animal encounters; exposure to the elements; lack of shelter; trees, stumps, branches, and limbs; tree wells; marked and unmarked obstacles; natural or artificial features, objects, or debris; snow immersion; deep snow conditions; slush; ice; bare spots; unstable ice and snow (including snow

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slides and avalanches); changes or variations in terrain or snow conditions; surface and subsurface conditions; open water hazards; rugged mountainous terrain; cliffs; ravines; collisions with other skiers, snowboarders and participants, snowmobiles, snowmaking and snow-grooming equipment or other vehicles, property or structures; operation of snowmaking equipment which may create blind spots or areas of reduced visibility; acts of other skiers, snowboarders and participants; carelessness and misjudgments on the part of other participants, Releasers, or Resort staff, including failure to follow applicable rules, policies and procedures; use of trams, gondolas, chairlifts, rope or other tows, moving carpets, or any other conveyance which may involve entanglement with equipment, objects, or other skiers, snowboarders, participants, or other individuals, errors in loading/unloading, and equipment malfunction or breakdown; slick or uneven walking surfaces.

I understand, affirm and agree that: (i) I have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the trams, gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances; (ii) falls, collisions and injuries are a common and ordinary occurrence of the Activities; (iii) I shall obey all signs, markings, ropes and warnings posted at the Resort and all applicable laws and regulations; (iv) entering or skiing or snowboarding in a "CLOSED" area is prohibited and may be illegal and/or result in confiscation, revocation or suspension of the Pass or lift ticket; (v) skiing or snowboarding off of designated trails may be more dangerous to me and others than skiing or snowboarding on designated trails; (vi) there are risks involved in decision-making and conduct of others including risks involved with rescue operations and medical care conducted or provided by Resort staff or third parties inside or outside of Resort boundaries, risks associated with decision-making by Resort staff to open and close terrain, and the risk that Resort staff may misjudge weather, trail or snow conditions, route/terrain selection, or limitations of Releaser's abilities that may make a certain aspect of the Activity inappropriate for the Releaser; and (vii) I will exercise caution around and will avoid snowmobiles, snowcats, snowmaking and snow-grooming equipment, vehicles, structures, signs, immovable objects or other property that I may encounter at any time. Further, I accept the responsibility to maintain deliberate and conscious control and to take precautions to avoid hazards at all times while skiing, snowboarding or participating in other Activities.

If applicable, I agree to read to, or to have Minor or other Releasers read, and to explain to Minor or other Releasers, if necessary, all posted Resort policies, signs, markings, and warnings including instructions on the use of trams, gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances.

**EQUIPMENT**

I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME OR ANY RELEASOR ONLINE OR TO RESORT STAFF, INCLUDING HEIGHT, WEIGHT, AGE, EXPERIENCE LEVEL AND SKIER/RIDER TYPE CLASSIFICATION WILL BE ACCURATE AND COMPLETE.

I agree to inspect all Equipment before use. I understand, accept and agree that I may not be available or present when my Equipment is fitted and adjusted. I waive the opportunity to verify the helmet size and fit and binding settings and hereby authorize Resort staff to fit the helmet size and set the binding settings. I understand, accept and agree that, although I may be wearing a helmet, **a helmet cannot guarantee my safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. I accept for use "AS IS" and without any warranty express or implied any Equipment I use for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by me to be damaged or defective in any way or requiring adjustment. I accept full responsibility for the care of the Equipment used for an Activity and agree that I will be responsible for the replacement at full retail value of any Equipment damaged or not returned. I understand and agree that **bindings may not release, or may release, in all situations where release, or non-release, may prevent injury** and therefore bindings cannot guarantee my safety. I understand that undesired release or non-release are inherent risks of using any binding system. In snowboarding, cross-country, telemark skiing, snowshoeing, snowblading, ski boarding with skiboards or any other Equipment not equipped with release bindings, I understand, accept and agree that the binding system may not be designed to, and therefore will not ordinarily, release during use.

**SNOW SCHOOL**

I understand, accept and agree that if I participate in ski and snowboard lessons at a Resort, (a) I have the sufficient mental, emotional and physical stamina to participate in the Activity; (b) I have the responsibility to follow the instructions of Resort staff; (c) I have the responsibility to obey all signs, markings and warnings posted at the Resort, comply with Resort policies, and act in a safe manner; (d) I should or may be required to wear a protective helmet; (e) I am responsible for disclosing to Resort staff any pre-existing medical condition that may affect my ability to participate in the Activities; and (f) that Resort staff cannot at all times maintain close enough visibility of or proximity to me to intervene, for any reasons including when using trams, gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances on my own or with other participants.

**COMPETITIONS AND EVENTS**

If I participate in Events, I understand, accept and agree that (a) I assume all dangers and risks associated with the Event and training course(s) including their features, layout, location, steepness, length, obstacles, and difficulty level and (b) I am solely responsible for inspecting the features, layout and other aspects of the Event and training course(s) prior to use and determining in my sole discretion whether I am capable, comfortable with and fit for participating in the Event.

**VOLUNTEERS**

If I volunteer to assist with the preparation, administration, management or governance of an Activity, I understand, accept and agree that (a) I am not an employee of the Resort, regardless of any non-cash remuneration for time and services which I may receive; (b) **I am not covered by Workers' Compensation** nor entitled to any benefits under Workers' Compensation law, except for those jurisdictions in which I would be covered as a matter of law; and (c) I am hereby advised to obtain my own medical coverage for my volunteer position.

**ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION**

In consideration for permitting me to participate in Activities, including use of Equipment, and with knowledge of the dangers and risks involved, I **UNDERSTAND, ACCEPT AND AGREE** to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me arising from my participation in any Activity, use of Equipment or the administration of Care; (2) **WAIVE, RELEASE and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against the United States Department of Agriculture Forest Service, City and County of Denver, CO, Winter Park Recreational Association, Blue Mountain Ski Club (1940), Inc., Alterra Mountain Company, IKON Pass, Inc., any Resort, and any of their respective owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, Resort staff, agents, insurers, as well as any Activity sponsors and Equipment manufacturers and distributors (the "Released Parties") that are based on, arise or result from in whole or in part, the Pass, use of the Pass, participation in any Activities, use of Equipment or the administration of Care, and without limitation any and all claims arising out of or resulting from any of the Released Parties' **ALLEGED OR ACTUAL NEGLIGENCE (INCLUDING NEGLIGENCE ARISING OR RESULTING FROM RELEASED PARTIES' ACTIONS OR FAILURE TO ACT) AND/OR BREACH OF ANY STATUTORY DUTY, to the fullest extent legally permitted, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario or Alberta, any duty of care owed under the applicable Occupiers'

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Liability Act and if the alleged incident occurred in British Columbia, any duty of care owed under the Occupier's Liability Act; (3) **PERSONALLY INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from and against any and all claims, demands, actions, causes of action, losses and liabilities whatsoever arising from or related to the Pass, use of the Pass, participation in any Activities, use of Equipment or administration of Care, and any loss, damage or injury, including death, that may be sustained by me, or caused to other participants or their property by me, whether such matters are brought by myself, a third party or on behalf of any other person (including Releasors). I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my behalf as a result of the Pass, my use of the Pass, participation in an Activity, use of Equipment or administration of Care. I **understand and agree that by accepting this Agreement on behalf of any Releasor, I am representing and warranting that I am legally authorized to execute this Agreement on their behalf, and that by doing so I agree to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of every Releasor should they refuse to accept or carry out the terms and conditions of this Agreement.**

**CONSENT TO MEDICAL TREATMENT/TRANSPORT**

I authorize the Resort, Resort staff and/or authorized personnel to administer and/or call for medical care, treatment and/or procedures (collectively, "Care") for me or to transport me to a medical facility or hospital if, in the opinion of Resort staff and/or authorized personnel, Care is needed. I also consent to any Care given by Resort staff and/or authorized personnel prior to transport to a medical facility or hospital. I knowingly and voluntarily consent in advance to such administration of Care. Further, I agree to pay all costs associated with such administration of Care and transportation provided for me and to indemnify and hold harmless the Released Parties from any costs incurred therein.

**GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL**

In consideration for permitting me to participate in Activities, including use of the Equipment, I agree that, to the fullest extent permitted by law, **ALL** claims arising from or related to any Activity including bodily injury, permanent disability or death, and all matters concerning this Agreement, shall be **GOVERNED BY THE LAW OF THE STATE IF IN THE UNITED STATES OR PROVINCE IN CANADA WHERE SUCH ALLEGED INCIDENT OCCURRED**, without regard to any conflict of law principles, and that **EXCLUSIVE JURISDICTION** shall be **THE STATE, PROVINCIAL OR FEDERAL COURT WITH JURISDICTION WHERE THE ALLEGED INCIDENT OCCURRED. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY ACTIVITY (INCLUDING USE OF EQUIPMENT), INCLUDING FOR INJURY TO PERSON OR PROPERTY AND/OR DEATH.**

**CONSENT TO USE OF IMAGE**

To the extent captured at the Resort or through an interaction with the Resort, I grant to the Resort, Alterra Mountain Company, and IKON Pass, Inc. (including agencies and contractors acting on their behalf) a worldwide, royalty-free, irrevocable, non-exclusive and sub-licensable right and license to reproduce, modify, publish and distribute my name, image, likeness and performance in any and all forms of media now known or hereafter devised, including online and in social media.

**AUTHORITY AND CAPACITY**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND WARRANT THAT (A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW AND (B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE OF THE RELEASOR(S), I AM LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S), AND THAT SUCH RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASORS, OTHER RELEASORS SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT. This Agreement shall be binding upon my and each Releasor's assignees, subrogors, administrators, heirs, next of kin, executors and representatives.

**WHEN YOU SKI IN CALIFORNIA, THE FOLLOWING SHALL APPLY:** This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Releasors expressly waive all rights under section 1542 of the Civil Code of the State of California, which provides 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." I am advised, understand and agree that sections 602(r) and 653i of the California Penal Code shall apply to me, if applicable. I also agree that any action under this Agreement shall be governed by California law, with exclusive jurisdiction in the Superior Court of the County where the alleged incident occurred.

**WHEN YOU SKI IN COLORADO, THE FOLLOWING SHALL APPLY:** I understand and agree that under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a "skier" and, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain "inherent dangers and risks of skiing" as defined in the Colorado Ski Safety Act (the "CO Act"). **IN ADDITION, I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, ON BEHALF OF MYSELF AND, IF APPLICABLE, ON BEHALF OF THE OTHER RELEASORS, I AND THEY ARE VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND ARE WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE CO ACT.**

**WHEN YOU SKI IN IDAHO, THE FOLLOWING (IN ADDITION TO ALL OTHER APPLICABLE LAWS) SHALL APPLY:** Under Idaho Code Annotated Title 6-1101 through 6-1109 as amended or modified, no skier or passenger may make any claim or recover from any ski area operator for any losses or damages where the violation of duty is causally related to the loss or damage suffered resulting from violations of the duties of skiers or passengers.

**WHEN YOU SKI IN ONTARIO, CANADA, THE FOLLOWING SHALL APPLY:** By signing this Agreement, you waive or give up certain legal rights including THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE APPLICABLE OCCUPIERS LIABILITY ACT OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY.

**WHEN YOU SKI IN QUEBEC, CANADA, THE FOLLOWING SHALL APPLY:** I agree that I will comply with the Mountain Code of Conduct and all other regulations and safety rules enforced by the Resort. I hereby waive my right to terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec. I and each Releasor agrees to this Agreement's terms and conditions as drafted in the English language. *Je consens à ce que cette entente soit rédigée en anglais.*

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WHEN YOU SKI IN UTAH, THE FOLLOWING (IN ADDITION TO ALL OTHER APPLICABLE LAWS) SHALL APPLY: Under Utah Code Annotated 78B-4-401 through 406 as amended or modified, no skier may make any claim against or recover from any ski area operator for injuries resulting from any of the inherent risks of skiing.

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT BY ACCEPTING AND AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, SUBROGORS, ADMINISTRATORS, ASSIGNEES AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES. BY CLICKING "I AGREE" OR SIGNING BELOW, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINT Name of Releasor

\_\_\_\_\_  
Signature of Releasor if 18 or older

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Releasor date of birth

\_\_\_\_\_  
Name of PARENT or LEGAL GUARDIAN (if applicable)

\_\_\_\_\_  
Signature of PARENT or LEGAL GUARDIAN

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Parent/Guardian date of birth



# FORM A

WESTERN STATES TRAIL RIDE

July 20, 2024

## ACKNOWLEDGEMENT OF RISK AND RELEASE OF ALL LIABILITY



1. **ACKNOWLEDGEMENT OF RISK:** I am aware that the Western States 100 Mile Trail Ride is considered by many to be the most difficult and demanding endurance ride in the world and should only be attempted by riders who have ridden multiple endurance rides before attempting this one. The ride is difficult and hazardous for even experienced and well-conditioned horses and experienced healthy riders under the most favorable of conditions. I have been warned that I should not participate in this event unless: a) I have met the required qualifications and b) prior to Ride Day I have ridden a horse in the dark. I represent by signing this ACKNOWLEDGMENT OF RISK AND RELEASE OF ALL LIABILITY that my horse and I meet or exceed these minimum experience requirements.

Initials: \_\_\_\_\_

I FURTHER RECOGNIZE AND ACKNOWLEDGE THAT THIS IS A RISKY SPORT AND I AM FULLY AWARE AND ACCEPT RESPONSIBILITY FOR ALL THE RISKS AND DANGERS INHERENT IN THIS ACTIVITY: Including, but not limited to risks associated with stabling and transporting horses and risks from natural conditions, including wildlife such as rattlesnakes, bears, and mountain lions, hazards caused by the negligence or incompetence of other riders or their failure to control their mounts, hazards of vehicular traffic, narrow precipitous trails in remote wilderness areas, risks of injury from falling, altitude sickness, overuse, fatigue, dehydration, getting lost, exposure to elements and falling rocks and trees. These are only some of the risks. I understand that there is no way for Ride Management to anticipate, identify, modify or eliminate all risks nor has Ride Management undertaken to do so. I further understand that if in fact my horse or I become injured or incapacitated, it may be difficult or impossible to get required medical or veterinary aid to me or my horse in time to avoid additional physical injury or even death.

Initials: \_\_\_\_\_

2. **ASSUMPTION OF RISK:** With full awareness of the above stated risks and all risks not stated I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK of personal injury including permanent disability and death to myself and all risk of injury or loss to my horse sustained while participating in this event including the risk of passive or active negligence on the part of the released parties.

Initials: \_\_\_\_\_

3. **RELEASE OF LIABILITY:** With full awareness of the above stated risks and all risks not stated and in consideration of my being allowed to participate in this event, I, on behalf of myself, my heirs, executors and administrators, and anyone claiming through me hereby **FOREVER RELEASE AND DISCHARGE** the Western States Trail Foundation and the Officers, Directors, and/or members, agents, and employees of each, and all medical, veterinarian and other personnel assisting with the event or any of them and any other person assisting with this riding event including any public or private land owners over whose property the Ride passes, their representatives, successors and assigns, **FROM ANY AND ALL CLAIMS OF LIABILITY FOR DAMAGE FOR ANY AND ALL INJURIES TO ME, MY HORSE, OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THIS EVENT.**

Initials: \_\_\_\_\_

4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** In further consideration of being allowed to participate in this event, I agree that I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS, the Western States Trail Foundation and the officers, directors, members, agents, of each, against all claims, demands and causes of action, including Court costs and attorney fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this agreement.

Initials: \_\_\_\_\_

5. **CERTIFICATION OF ABILITY AND AGREEMENT TO ABIDE BY RIDE RULES:** I certify that I have the necessary skills and ability to participate in the Western States 100 Mile Ride, and I acknowledge that I will read the 2024 Western States 100 Mile Rider's Packet (sent electronically by email to each entrant and posted at teviscup.org), and I further agree to abide by all rules and instructions given to me either verbally or in writing by the Western States Trail Foundation.

Initials: \_\_\_\_\_

6. **MEDIA RELEASE:** I hereby grant irrevocable permission to the Western States Trail Foundation, and any media covering the event, and the authorized agents, contractors and representatives of each, to use my name and likeness in any photographs, videotapes, motion pictures, recordings or any other records of my participation in this event for any purpose.

Initials: \_\_\_\_\_

7. **WAIVER OF RIGHTS:** It is further understood and agreed that this event is a non-professional, amateur sporting event. It is conducted by an all-volunteer board solely for the enjoyment of the participants, their friends, their families, and spectators. Any competitor who believes that he/she may have any direct or indirect financial interest in the outcome of the Ride; in his/her participation in the Ride; in his/her completion of the Ride; in his/her failure to complete the Ride; in his/her disqualification during the Ride or, as a result of sanctions imposed against him/her following the Ride for any reason whatsoever; hereby expressly and irrevocably waives his/her financial interest. Participants are expressly advised that, but for their agreement to this waiver provision, they or their agents or assigns may have various legal or equitable causes of action against various groups or individuals involved with the conduct of the Ride. In executing this paragraph of the ACKNOWLEDGEMENT OF RISK AND RELEASE OF ALL LIABILITY form, the participant expressly surrenders his/her right to seek monetary damages from any group or individual directly or indirectly involved with the conduct of the Ride and further agrees that any damages of any sort which otherwise might be alleged shall not exceed the liquidated sum of One Dollar (\$1.00).

The participant further waives his/ her rights under California Civil Code Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver therefore applies to all potential claims for damage whether known or unknown, suspected or unsuspected.

Initials: \_\_\_\_\_

I ACKNOWLEDGE THAT I HAVE READ/UNDERSTAND AND I ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND I UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ME AND ANYONE CLAIMING THROUGH ME AND EFFECTIVELY BARS MY RIGHT TO CLAIM DAMAGES OF ANY KIND INCLUDING INJURIES OR EVEN DEATH ARISING FROM MY PARTICIPATION IN THIS EVENT.

I certify under penalty of perjury that I have provided true and complete information concerning my health and qualifications.

\_\_\_\_\_  
Rider Name (print)

\_\_\_\_\_  
Signature of Horse Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Horse Owner

If Rider does not own the horse (includes all horses, ponies, mules, and donkeys) which is being entered into the 2024 Tevis, the owner must ALSO sign and date this form.





# FORM B

## RIDER AND HORSE BIOGRAPHY (The term "horse" includes all horses, ponies, mules and donkeys)



**Please fill out in advance and turn in at Ride Check-in.**

The information is for the Announcer at McCann Stadium as you take your victory lap.  
It may also be used for press release and Tevis website purposes.

**Please PRINT CLEARLY... Rider to complete yellow boxes and owner to complete green boxes.  
Thank you.**

Rider #	Rider Name (...and help with how to pronounce it)				Rider Age
Hometown	Occupation	Years in Endurance	Tevis Attempts	Prior Tevis Completions	

Foreign Riders ONLY Home Country:		Horse Owner's Name			
Equine's Name	Nickname (if any)	Breed	Age	Sex	
Sire	Dam	Career Miles	Tevis Attempts	Prior Tevis Completions	
Accomplishments in Endurance (wins, B.C.'s, etc.)					
Unique history (finished every ride, rescue animal, etc.)					

Non Owner Rider Info (This section must be completed and submitted at rider check-in)	Horse Owner's Name		Horse Owner's phone #		
Horse Owner's street address	City	State & ZIP Code	Will Owner be on site at the ride? <b>Y</b> <b>N</b>		
Owner's email address:	Owner's signature assures the event that the owner assumes financial responsibility for emergency treatment/services should such become necessary from rider check-in through veterinary release from the 2024 Tevis Ride.				
Horse Owner Signature:				Date:	