

Sierra Nevada Recreation Corporation
Horseback Riding Tours, Horseback Riding, Hiking and Activities Trail Pass Permit for
Moaning Cavern Adventure Park Nature Trail
Release of Liability and Authorization of Medical Care

This document includes a Release of Liability and Authorization of Medical Care. By signing below, you are agreeing to release Sierra Nevada Recreation Corporation and other parties related to it from liability. You are advised to read this document carefully before signing it.

By signing below, the participant (or the participant's parent(s)/guardian(s) agree(s) with the following provisions:

1. General Information: Moaning Cavern Adventure Park is private property; horseback riding tours, horseback riding, hiking and other activities are by trail pass permit only. We require that you stay on trails and return before dark. Rock climbing or scrambling, smoking, campfires and overnight camping and the use of motorized vehicles are not permitted on the Moaning Cavern Adventure Park Nature Trail. Please respect horses and riders. Horses have right of way at all times. When approaching horses and riders, step off nature trail and talk to the riders. Pets must be on a leash at all times and be horse friendly.

Paragraph 1 read and understood _____

2. Assumption of Risk and Acknowledgement of Understanding: In consideration for my participation in any activity, I understand and agree that my use of Moaning Cavern Adventure Park Nature Trail, or the participation of my child/ward, for whom I am legally responsible, is a voluntary activity entered into for the purpose of personal development and recreation. I recognize that participating in any activity on the Moaning Cavern Park Nature Trail involves risk of an accident and serious injury (including death) to me or my child/ward. I expressly assume all risks of my, or my child's/ward's, participation in any event or activity, whether those risks are known or unknown to me. I acknowledge that these risks may include, without limitation, risk of personal injury due to weather, equipment, domesticated or wild animals, terrain, vehicles and other participants.

Paragraph 2 read and understood _____

3. Release and Indemnification: In consideration for the privilege of participating in activities on the Moaning Cavern Adventure Park Nature Trail, I hereby release and agree to indemnify and hold harmless, for myself, my heirs, family and estate, executors, administrators, assigns, and personal representatives, Sierra Nevada Recreation Corporation, members of its board of directors, and its officers, employees, members, volunteers, contractors, agents and representatives (the "Released Parties") from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities against the Released Parties with respect to any and all property damage, personal injury, and/or death arising from my participation, or the participation of my child/ward, in all activities.

Paragraph 3 read and understood _____

4. Authorization of Medical Care: In the event I, or my child/ward, is in need of any medical or surgical treatment to protect my, or my child's/ward's, health and welfare while participating in activities on the Moaning Cavern Adventure Park Nature Trail, I hereby authorize and agree to allow any authorized agent or employee of Sierra Nevada Recreation Corporation to consent to and authorize the administering of any medical and/or surgical treatment. I acknowledge and agree that the release of liability, hold harmless and indemnification provisions set forth above shall apply to any authorization and consent to medical or surgical treatment made on my behalf by Sierra Nevada Recreation Corporation or its authorized agents or employees. I understand and agree to be personally responsible for all costs of medical treatment and services (including emergency services) and other expenses thereby incurred.

Paragraph 4 read and understood _____

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5. Miscellaneous: In the event that any provision of this Release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Release had been executed with the invalid provision eliminated. I understand and agree that in some states the scope and effect of this Release may be limited by law. By signing below, I agree that this Release is intended to be as broad and inclusive as permitted under applicable law.

Paragraph 5 read and understood _____

6. I have carefully read this release in its entirety, understand it, and sign it voluntarily. I attest that I am over eighteen (18) years of age and am not a minor in my state of residence or, if I am a minor in such state, that my parent(s)/guardian(s) have signed this form in the "consent" section at the bottom of this page.

Paragraph 6 read and understood _____

Signature of Participant and/or
Parent/Guardian of Participating Minor
Child

Date

Signature of Witness

Please legibly print the following information:

Participant Name: _____

Minor Child Participant(s) Name(s): _____

Phone Number: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Email Address (required): _____

Emergency Contact

Name: _____ Phone Number: _____

Office Use Below:

Circle One:

SRNC Reservation

Horse and Barrel Reservation

Walk-In