



## TERMS OF SERVICE AND REFUND POLICY

### Sky Tavern Liability Release And Express Assumption Of The Risk

PLEASE READ THE ENTIRE CONTENTS OF THIS RELEASE BEFORE ACCEPTING, AS IT HAS A SIGNIFICANT EFFECT ON YOUR LEGAL RIGHTS. THIS RELEASE IS INTENDED TO PROTECT THE RELEASED PARTIES FROM ALL LIABILITY RELATED TO YOUR PARTICIPATION IN RECREATIONAL ACTIVITIES OR PROGRAMS OFFERED BY SKY TAVERN.

In consideration of Sky Tavern, Project Discovery, City of Reno, Washoe County, Washoe County School District, others partners of Sky Tavern and their respective employees, officers, owners, directors, and affiliates (hereafter “ Sky Agencies”) allowing Participant to engage in recreational activities, including but not limited to biking, hiking, running, challenge and adventure course, skiing, snowboarding, terrain park activities, racing and sliding and to utilize equipment and facilities incidental to these activities, it is agreed on behalf of Participant and/or his or her child(ren), heirs, assigns and representatives (hereafter collectively “Participant”) that:

- 1. Notification of Risks:** Participant agrees and understands that traveling to and from the Sky Tavern facility and participation in recreational activities, including but not limited to the above, is a HAZARDOUS ACTIVITY (hereinafter “Activity”) that can result in serious injury or death. Further, Participant recognizes that there are risks including, but not limited to, variations in terrain and surface conditions, falls, loss of control, collisions with others or with natural and manmade objects, and aerial maneuvers. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of property damage, injury or death to Participant while engaged in the Activity. Further, Participant voluntarily elects to participate in the Activity.
- 2. Assumption of the Risk and Hold Harmless:** Participant assumes all risks which may be associated with and/or result from involvement of Participant in the Activity, and agrees to hold harmless, release, defend and indemnify Sky Agencies of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant while engaged in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied on the part of Sky Agencies.
- 3. Unconditional Release and Covenant Not to Sue:** Participant agrees to forever discharge and release from any legal liability and agrees not to sue Sky Agencies for such injuries or property damage caused by or resulting from the Activity.
- 4. Medical Authorization:** Participant authorizes Sky Agencies and/or its authorized personnel to call for medical care for Participant and/or to transport Participant to a medical facility or hospital, if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Sky Agencies shall not have any further responsibility. Further, Participant agrees to pay all costs associated with such medical care and related transportation and indemnify and hold

harmless the Sky Agencies from these costs.

**5. Forum Selection:** Participant agrees that any and all disputes between Participant and Sky Agencies arising from engagement in the Activity, including any claims for personal injury or death, will be governed by the laws of the State of Nevada, and exclusive jurisdiction thereof will be in the State Court of the County of Washoe, State of Nevada.

**6. Severability and Enforceability:** In the event that any section of this Release is found to be unenforceable, the remaining terms and conditions shall be fully enforceable, and this Release shall be binding to the fullest extent permitted by law.

**7. Convicted of a Crime:** As a joining adult member I certify that I have not been convicted of a crime involving abuse of children or been adjudicated in any civil proceedings to have abused children.

**8. Assumption of the Risk and Waiver of Liability relating to Coronavirus/COVID -19:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health organizations recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

Sky Tavern has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, Sky Tavern cannot guarantee you or your child(ren) will not become infected with COVID-19, Further, attending any program may increase your child(ren)s risk of contracting COVID-19.

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed, or infected by COVID-19 by attending a Sky Tavern program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Sky Tavern program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Sky Tavern employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kind that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at a Sky Tavern program. On my behalf, and on behalf of my child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless Sky Tavern, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Sky Tavern, its employees, agents, and representatives, whether a COVID-19 infections occurs before, during, or after participation in any Sky Tavern program.

**IT IS THE INTENTION OF THIS DOCUMENT TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF THE RISK BY READING IT BEFORE I APPROVE IT ON BEHALF OF ALL PARTICIPANTS REGISTERING IN THIS ACCOUNT BY CHECKING THE BOX PROVIDED IN THE REGISTARTION PROCESS.**

All adult participants must approve and parent or guardian must approve for each child under 18.

# Sky Tavern Junior Ski Program Refund Policy

## Refunds:

**ALL EXTENUATING CIRCUMSTANCES WILL BE REVIEWED BY A DESIGNATED COMMITTEE AND/OR THE SKY TAVERN BOARD OF DIRECTORS INCLUDING ANY FORCED CLOSINGS DUE TO COVID-19 OR OTHER GOVERNMENT ACTION RESULTING IN CLOSURE.**

Refunds may be requested prior to January 1 of the current season minus a variable transaction fee depending on services rendered to that point. Refunds may be, at the participant's request, be applied to the following Sky Tavern Program year. These participants will have the transaction fee waived but can only be used as a credit for the next year of the Program and will not be given a cash refund later. In the case of a season pass price increase/decrease, passes will be "like for like" and adjusted for age if need be. Sky Tavern season passes are NOT REFUNDABLE or TRANSFERRED to the following year after January 1st except for a season ending medical condition, military relocation or by Sky Tavern Board authorization. In the case of a season ending medical condition or military relocation, a credit towards the following year may be requested after providing a doctor's note or Military orders. It will be pro-rated based on how many weeks of the Sky Tavern Program season remain. Only the party with the medical condition is eligible for the credit. In the case of Military relocation, all immediate family members may apply, and the credit will continue until the family returns to the area. A military family credit may be transferred to a fellow military family. ALL EXTENUATING CIRCUMSTANCES WILL BE REVIEWED BY A DESIGNATED COMMITTEE AND/OR THE SKY TAVERN BOARD OF DIRECTORS. All badges and Sky Tavern owned rented equipment must be surrendered to Sky Tavern for any refund/transfer to be processed. A Sky Tavern season pass MAY NOT BE RESOLD. Use of a pass by any person other than the named owner / pass holder shall void the pass and result in the immediate loss of all lift and skiing/snowboarding privileges without compensation. Checks will be mailed within 45 days of the approved request for refund or credit cards refunded.

## Privacy Policy

### What information do we collect?

- We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.
- When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.
- We also collect information about gift recipients so that we can fulfill the gift purchase. The information we collect about gift recipients is not used for marketing purposes.
- Like many websites, we use "cookies" to enhance your experience and gather information about visitors and visits to our websites. Please refer to the "Do we use 'cookies'?" section below for information about cookies and how we use them.

### How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To administer a contest, promotion, survey or other site feature.
- If you have opted-in to receive our e-mail newsletter, we may send you periodic e-mails. If you would no longer like to receive promotional e-mail from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below. If you have not opted-in to receive e-mail newsletters, you will not receive these e-mails. Visitors who register or participate in other site

features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our e-mail list and receive e-mail communications from us.

### **How do we protect visitor information?**

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

### **Do we use "cookies"?**

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your site experience more efficient and some of our services will not function properly. However, you can still place orders over the telephone by contacting customer service.

### **Do we disclose the information we collect to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. The term "outside parties" does not include The Gourmet Rooster. It also does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### **How can you opt-out, remove or modify information you have provided to us?**

To modify your e-mail subscriptions, please let us know by modifying your preferences in the "My Account" section. Please note that due to email production schedules you may receive any emails already in production. To delete all of your online account information from our database, sign into the "My Account" section of our site and remove your shipping addresses, billing addresses & payment information. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

### **Third party links**

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome

any feedback about these linked sites (including if a specific link does not work).

### **Photographs**

Photos of participant's activity may be used on or for the website, social media, marketing or promotional effort.

### **Changes to our policy**

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. **This policy was last modified on June 10, 2020.**

### **Questions and feedback**

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

### **Online Policy Only**

This online privacy policy applies only to information collected through our website and not to information collected offline.

### **Your consent**

By using our site, you consent to our privacy policy.