

VISITOR'S ACKNOWLEDGMENT OF RISK
MONTECITO SEQUOIA LODGE & SUMMER FAMILY CAMP
Sequoia National Forest, California

Please read carefully and discuss with your entire family before leaving home and present at check-in time

If at any time within 15 days prior to your arrival any member of your family has exhibited any COVID-19 symptoms, such as fever or chills, cough, shortness of breath, fatigue, etc. (see, <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.htm>), please contact us to reschedule or cancel your reservation.

If any member of your family begins exhibiting such symptoms after your arrival please immediately inform the Front Desk staff/Manager-on-Duty for assistance (Please note that guests must wear a mask when inside any public areas/buildings, including when in contact with any staff, including the front desk staff/on-site managers).

We (I), the undersigned adults and children, recognize the elements of risk and danger in any adventure, sport, activity, or outing associated with the outdoors in remote, unimproved, and mountain conditions such as Montecito Sequoia Lodge. **We further agree to make ourselves aware of the risks and dangers of the over 40 camp activities, facilities and grounds at and surrounding Montecito Sequoia Lodge including things such as:** Walking or running on uneven Mountain Terrain, stair steps, Horseback Riding, Mountain Biking, Swimming in pool and SPA, Lake swimming, Boating, Sailing, Rock Climbing, Tennis, Volleyball, Trampoline, PLUS all of our 40 activities that are too numerous to mention. **Each member of the family agrees to exercise caution and good judgment regarding the participation of our family members in any scheduled activities or “free time” activities we do on our own. If the Montecito staff needs to know of any special restrictions, we will notify the Program Director in writing which restrictions we need to apply.** We will also be cautious and will drive safely on the roads and be alert for wild animals, such as deer or chipmunks, crossing the roads.

Additionally, we (I) understand and acknowledge that the winter season presents additional risks and hazards. We (I) recognize that snow-related activities, winter driving, and/or mountaineering are life-threatening and naturally dangerous activities along with the risks, dangers, and hazards of renting snow-related equipment for skiing, snowshoeing, snowboarding, sledding, snow-tubing, snow-biking, as well as playing and walking on snow and ice, ice skating, participating in spa and handle-tow use and any activity associated with winter and snow. During winter conditions, we will watch where we walk to avoid snow and ice from roofs, snow drifts, and slippery and ice spots. As the responsible party, I will carefully supervise our children at all times, practice the Skier's Responsibilities code, carefully watch and manage ourselves around black ice and other icy conditions, follow verbal and posted safety messages and be alert to safety at all times.

During winter conditions, risks and hazards include but are not limited to: winter driving, one-way auto traffic on driveway and entrance and exit road to Montecito Lake Resort; icy steps, paths, roads and trails, icy conditions around the outdoor spa; natural or man-made obstacles above or below the snow such as forest growth, rocks, moguls and debris, ski trail condition changes due to weather or use, thin ice on lake; bare spots, poor visibility during inclement weather; and trail grooming and plowing equipment which is routinely in operation.

We (I) understand and acknowledge the ongoing COVID-19 pandemic and the risk associated with the virus. While Montecito Sequoia Lodge has implemented reasonable precautions to help protect our guests and staff (see Attachment “A”), given the nature of the pandemic no one can completely eliminate the possibility of someone contracting the virus or having the virus manifest itself in a guest or staff member during your stay. Therefore, we agree to make ourselves aware of the risks associated with COVID-19 and staying at Montecito Sequoia Lodge and participating in the numerous activities available during your stay. We also agree to practice social distancing and other health precautions while staying at Montecito Sequoia Lodge to protect ourselves and others.

We (I) agree to give Montecito Sequoia Lodge written information, on arrival, of any family member's health condition of which the staff needs to be aware. Because of our attention to safety and accident prevention, **we (I) agree to be careful ourselves, as Adults, and to supervise our children during unscheduled activity time.** This means that we (I) accept full responsibility for all accidents which might occur no matter what the cause.

We do hereby release and agree to hold harmless and indemnify the Montecito Lake Resort, LLC dba Montecito Sequoia Lodge, from any and all claims, actions, or damages – whether consisting of personal injury, illness, property, vehicle damage, or death, that does or may result from our presence at Montecito Sequoia Lodge and/or participation in any activities on or off the premises. We (I) further agree to accept financial responsibilities for any damages or expenses which may occur. **It is mutually agreed that if any complaints or disputes arise, that we are not able to resolve through personal discussion, we will seek an impartial mediator to try to work things out. If that is not successful, we agree to resolve the dispute through binding arbitration under California Code of Civil Procedure section 1980 et seq.** Knowing these risks and dangers, we (I) understand and accept the financial consequences of staying at Montecito Sequoia Lodge and participating in all camp activities for each member of our family, as well as the risks of just living in a wilderness area.

We (I) further understand Montecito Sequoia Lodge staff reserves the right to refuse any person the right to participate in a supervised activity if they feel that it is unsafe for an individual to participate. We (I) also agree to abide by the rules and instructions given to us either verbally or in writing by Montecito Sequoia Lodge staff. We also will make sure that our children do not swim, boat, ride or visit the horse, wade in the lake, and wander away without supervision by a parent.

We (I) give permission for any photographs and video taken to be used by Montecito Sequoia Lodge unless I specify in writing, in advance, that I do not wish to be photographed. Also we (I) will not hold Montecito Sequoia Lodge responsible for lost or misplaced personal items. Also, if you do not hold a **Health and Accident** insurance policy, please arrange to purchase one. Travel agents often offer these.

We (I) have read, understand, and accept the terms and conditions stated herein and acknowledge this agreement to be effective and binding upon us (me) during our stay at Montecito Sequoia Lodge. We have read the **cancellation policy** and understand that advance notice of 48-hours is required for Refunds, including during the winter months whether there is snow or no snow. Trip Cancellation Insurance is advised. **We (I) also have notified each family member that illegal drugs, which includes marijuana given our location on federal land, may not be brought or used at Montecito Sequoia Lodge.** Our signatures below indicate a full understanding and acceptance of the above Acknowledgement of Risk and Cancellation Policy. I (we) have read, discussed, understand, and accept our personal and financial responsibilities for any accident, illness or injury should they occur.

I (WE) HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO THE ABOVE:

(Note: Please specify each child's age.)

Adult: _____

Adult: _____

Adult: _____

Adult: _____

Child: _____

Child: _____

Age: _____

Age: _____

Child: _____

Child: _____

Age: _____

Age: _____

Child: _____

Child: _____

Age: _____

Age: _____