



**2009-2010
SKI & SNOWBOARD CLUB VAIL
LIABILITY RELEASE**

**THIS IS A LEGAL DOCUMENT AND CONTAINS A WAIVER OF CERTAIN LEGAL RIGHTS.
PLEASE CONSULT A LAWYER BEFORE SIGNING THIS DOCUMENT.**

The undersigned competitor/program participant being at least 18 years of age,

OR

The undersigned represents that he or she is the parent or legal guardian of

Further, the undersigned warrants and represents that the competitor/program participant is in good health and that there are no problems associated with the competitor/program participant and the undersigned has left no instructions regarding the competitor/program participant that have not been listed on the registration form.

I/we understand and accept the fact that snowboarding and alpine skiing in its various forms are HAZARDOUS sports that have many dangers and risks. It is further understood that training or racing competitively is more HAZARDOUS than recreational skiing or snowboarding. I/we realize that injuries are a common and ordinary occurrence of this sport. I/we agree as a condition of being allowed to use the ski area facility and premises, that I/we freely accept and voluntarily ASSUME ALL RISK OR PERSONAL INJURY OR DEATH or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to, grooming, snowmaking, ski lift operations, actions or omissions of employees or agents of the area, or competitor/program participant's participation in snowboarding, skiing, training/clinic, any competitive event or any continuance thereof, or in the course of travel to or from any such event, or other activities at the area.

Initial Here _____

To maximize opportunity to participate in sporting, recreational, educational, and other activities where risk is present, and to the fullest extent permitted by Colorado law, the undersigned hereby releases and waives his child's prospective claim for negligence, or if 18 or older his/her own claim for negligence, and any liability, whether known or unknown, even through that liability may arise out of negligence or carelessness on the part of persons or entities mentioned above, in connection with any activity for which SSCV, VR, their employees or agents could be liable including but not limited to on mountain activities, transportation, training activities or all kinds, and any other Club related activities. In the event a claim is brought against SSCV, VR, either affiliates, agents, or employees, the undersigned recognizes that by virtue of bringing such claim SSCV will suffer losses, economic and otherwise. Therefore, the undersigned agrees to indemnify and hold SSCV harmless for any and all reasonable attorney fees and costs associated with any such action.

Initial Here _____

I/we agree with the premise that competitor/program participant is a competitor/program participant at all times, whether practicing for competition, in competition, or in clinics. I/we agree that competitor/program participant is always provided an opportunity to conduct a reasonable, visual inspection of the training course. I/we agree and understand that the competitor/program participant will be held to assume the risk of all course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles.

Initial Here _____

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots;

rocks; stumps; trees; collisions with natural objects, man made objects, or with skiers; variations in terrain; and the failure of skiers to ski within their own abilities.

Ski & Snowboard Club Vail assumes no risk, responsibility, or liability for any participant either while en route to or from any event in which one or more of the component parties of the undersigned participate, or while staying in a location (city, town, resort, etc.) either before or after such participation.

I/we freely accept the full responsibility for any and all damages or injury of any kind which may result and agree to indemnify and hold Ski & Snowboard Club Vail, its subsidiaries, their affiliates, their respective officers, directors, agents, servants, and employees, (hereinafter "Vail"), acting officially or otherwise, harmless for any claim, demand, action or cause of action arising out of or on account of any injury or damage to said competitor/program participant or competitor/program participant's property arising from the negligence or breach or warranty express or implied of the above entities and persons affiliated with said entities.

Initial here _____

The competitor/program participant authorizes Ski & Snowboard Club Vail's authorized personnel to call for medical care for the competitor/program participant or to transport the competitor/program participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the competitor/program participant. The undersigned agrees that upon the transporting of the competitor/program participant to any such medical facility or hospital that Ski & Snowboard Club Vail shall not have any further responsibility for the competitor/program participant. Further, the competitor/program participant agrees to pay all costs associated with such medical care and related transportation for the competitor/program participant and shall indemnify and hold harmless Ski & Snowboard Club Vail of any costs incurred therein, as provided in the preceding paragraph.

In exchange for, and in consideration of, Vail making the skiing area available to me for participation in training, competition or clinics in the sport of competitive skiing and/or snowboarding, I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and Vail arising from my participation in the sport of competitive skiing and/or snowboarding, and INCLUDING any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or state courts of the State of Colorado.

This release shall be binding upon the assignees, subrogates, distributes, heirs, next of kin, executors and administrators of the undersigned and may be applied by Vail as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the undersigned.

In signing this release, the undersigned hereby acknowledges and represents:

- A. That all parties comprising the "undersigned" have investigated the particular program(s) in which some of such parties shall participate and are also familiar with the practices and procedures of Ski & Snowboard Club Vail.
- B. That the undersigned parent or legal guardian has unconditional right, power, and authority to execute this release in such capacity and on behalf of the minor participant herein below identified.
- C. The undersigned acknowledges that the competitor/program participant possesses adequate medical insurance coverage (copies attached).

I/WE HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT. I/WE ARE SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF, MY HEIRS AND ASSIGNS, AND IN THE EVENT I AM SIGNING IT ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF.

Further, full permission is hereby given to use any photographs or movies of said competitor/program participant taken during any competitive event or training exercise for any purpose in promoting events of Ski & Snowboard Club Vail.

Competitor/Program Participant Name (please print)

Competitor/Program Participant Signature

Date

Parent or Guardian Name (please print)
(If competitor/participant is less than 18 years old)

Parent or Guardian Signature

Date

INVERTED AERIALS ADDENDUM

The undersigned parent or legal guardian (or participant if 18 years of age or older) hereby consents to _____ (Competitor/Program Participant Name) participating in the inherently dangerous sport of INVERTED AERIALS and fully recognizes that all provisions of the release of liability contained in the SSCV Liability Release fully apply to such activities. Notwithstanding this release I hereby consent to the above named individual participating in said activities recognizing their inherently dangerous character.

Competitor/Program Participant Name (please print)

Competitor/Program Participant Signature

Date

Parent or Guardian Name (please print)
(If competitor/participant is less than 18 years old)

Parent or Guardian Signature

Date