

Purgatory Recreation I, LLC d.b.a. Purgatory Resort

RACE/FREESTYLE/SNOWBOARD TEAM WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is taking part in the Race/Freestyle/Snowboard Team or event shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that skiing and snowboarding, race training, skiing and snowboarding competition and racing and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Participant, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; avalanches; cornices; suffocation; crevasses; drills; exercises; free skiing; following the direction of a race team leader; practice slopes; warm-up slopes; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; Participant's use of his/her own personal equipment; Participant's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drones or other mobile or aerial viewing or video equipment which may be encountered at any time; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Participant's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a **MINOR** Participant may use the **SKI LIFTS WITHOUT AN ADULT PRESENT**. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are **NOT COMPLETE** and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, serious injury and death are all possible while participating in the Activity.

6. The Undersigned agree that the Participant is a competitor at all times, whether practicing for competition or in competition. The Undersigned understand that the Undersigned has the opportunity to inspect the ski/snowboard training course and/or competition course and surrounding areas prior to participating in the Activity and that the Undersigned **assumes the risk of all course conditions**, including but not limited to course construction, barriers or the lack thereof, padding or the lack thereof, fencing or the lack thereof, areas adjacent to the course, layout and obstacles. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

7. Additionally, in consideration for allowing the Undersigned to participate in the Activity, **THE UNDERSIGNED HEREBY FULL RELEASE AND AGREE NOT TO SUE** the Purgatory Recreation I, LLC dba Purgatory Resort, the Purgatory Ski Team, Inc., the Durango Winter Sports Foundation or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees,

volunteers, representatives, sponsors, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Undersigned, including death, which Undersigned may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT OR STATUTE and/or express or implied WARRANTY.**

8. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the **Undersigned any MINOR and/or any third party** arising in whole or in part from Participant's participation in the Activity, including paying all of the Released Party's attorneys fees and costs. Undersigned also **AGREES** to obtain life, health and accident **INSURANCE BEFORE** participating in the Activity and including at the Released Party's attorney fees, costs, settlements or judgments.

9. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF LA PLATA COUNTY, COLORADO** sitting **EXCLUSIVELY** in **DURANGO, COLORADO.**

10. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also **WAIVING CERTAIN RIGHTS** on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

11. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

12. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law, and shall apply to all events Participant participates in at Purgatory Resort or **ANY OTHER LOCATION** at which the Activity is conducted. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1

Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2

Date

Address

Telephone

Emergency Contact: _____
Printed Name

Telephone

name/relation

COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT PURGATORY SKI TEAM

THIS RELEASE relates to any and all training, races and other activities of the Purgatory Ski Team (collectively the "EVENT") being held at Durango Mountain Resort or any other resorts or locations. I understand that in order to attend and participate in the EVENT, I (or my child) will be required to provide its own transportation, food, lodging and supervision at such Event.

In consideration for participating as a member of the Purgatory Ski Team (PST) at the EVENT and being able to participate in the EVENT, I hereby agree to accept the terms and conditions of this contract and release agreement. I hereby ASSUME ALL RISKS in connection with attending or participating in the EVENT. I RELEASE PURGATORY SKI TEAM, INC A COLORADO NON-PROFIT CORPORATION, its representatives, agents, affiliates, officers, directors, servants, and employees, of and from ALL LIABILITY for any injuries or damages, and from any claim made by me, my family, estate, heirs and assigns arising in any way from my attendance or participation in the EVENT, including any claim based upon NEGLIGENCE. I hereby expressly agree that PST employees (including team coaches) are not responsible for transportation or supervision of my child at such events. In the event that I ask a PST employee to provide any such supervision or transportation, I hereby acknowledge that PST and its employees are not responsible and shall not be held liable for any resulting injury or claim.

THE UNDERSIGNED expressly agree to the fact that skiing in its various forms is an inherently hazardous sport that has many dangers and risks, and that injuries are a common and ordinary occurrence of this sport. THE UNDERSIGNED acknowledges that SKIING COMPETITION AND TRAINING and related activities are ESPECIALLY HAZARDOUS activities and GREATLY INCREASE THE RISKS of skiing in its various forms and that THE UNDERSIGNED has made a voluntary choice to participate in those activities myself or allow my child(ren) to do so despite the risks they present.

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that falls, **INJURIES AND/OR DEATH** may result from engaging in the EVENT. THE UNDERSIGNED agree and understand that risks include, but are not limited to uneven and irregular surface conditions, high elevation, slick or uneven surfaces, marked and unmarked obstacles, rugged mountainous terrain, varying weather and visibility conditions, condition of the PARTICIPANT, dehydration and other participants.

I CONTRACTUALLY AGREE that any and all disputes between myself and PURGATORY SKI TEAM arising from participating in the EVENT, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and the EXCLUSIVE JURISDICTION thereof will be in the state or federal courts of the STATE OF COLORADO.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PURGATORY SKI TEAM, its representatives, agents, affiliates, officers, directors, servants, and employees, of and from any claim, action, harm, injury, damage, or loss to person and/or property which I may suffer, or which I may contribute to or cause to ANY THIRD PARTIES.

The undersigned parent/guardian signing below represents to PURGATORY SKI TEAM that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any other parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless PURGATORY SKI TEAM from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold PURGATORY SKI TEAM, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

I authorize PURGATORY SKI TEAM, it employees, agents or representatives, to call for medical care for me or my minor child, or to transport me or my minor child to a clinic or a hospital if such action is necessary in their opinion. I agree that, at such time as I am allowed to transport myself, or I or my minor child are turned over to any ambulance, other medical transport, medical facility, clinic or hospital, PURGATORY SKI TEAM, it employees, agents, or representatives, shall have no further responsibility for or to me. I AGREE TO PAY all cost associated with medical care and transportation for me or my minor child, and I AGREE TO INDEMNIFY and hold harmless PURGATORY SKI TEAM, its representatives, agents, affiliates, officers, directors, servants and employees, from such costs.

I HAVE CAREFULLY READ THE FORGOING RELEASE AND INDEMNITY AGREEMENT, I UNDERSTAND ITS CONTENTS AND I SIGN BELOW AS AN INDIVIDUAL, OR AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF THE CHILD AND ON HIS/HER BEHALF. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, THE REMAINDER SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Signature - Signing as Parent/Guardian Yes____ No____

Date: _____

Print Name

Print Name of Minor (if applicable)