

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

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 participating in any Purgatory Ski Team 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 parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that taking part in any Purgatory Ski Team event, skiing, snowboarding and using ski area facilities, including the lifts, 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") including:

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 other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

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; drills; exercises; free skiing; following the direction of the race officials; terrain selection; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; improper use of equipment; use of his/her own personal equipment; 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. The UNDERSIGNED also understand and agree that the PARTICIPANT, even if a **MINOR**, may use **SKI LIFTS WITHOUT AN ADULT PRESENT. PARTICIPANT MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS OR SIMILAR TERRAIN ALTERATIONS.**

Undersigned AGREES it is my **SOLE RESPONSIBILITY** to view the venues of this Activity **BEFORE** participating and to not participate or allow any **MINOR** to participate, if the venues of this Activity or adjacent areas or conditions are not to my satisfaction and **I AGREE** as follows:

I ACKNOWLEDGE UNDERSTAND AND AGREE that extreme skiing/snowboarding, free style skiing/snowboarding (with the possibility of aerial or off-snow maneuvers), ski racing and skiing/snowboarding competitions, and related activities, including training, are **EXTREMELY HAZARDOUS** activities that have many dangers and risks, even more dangers and risks than are involved in alpine skiing, and may result in **INJURY** or **DEATH** to Undersigned, and that I have made a voluntary choice to participate or to allow my Minor to participate in the Activity **DESPITE THE EXTREME RISKS** that it presents, that include collisions and falls as a high probability, that any netting, fencing or other devices erected are designed **ONLY TO PROTECT SPECTATORS** and are **NOT DESIGNED TO PROTECT RACERS**, that it is possible that the Undersigned might leave the course, collide with other persons or structures on or off the course or lose control and fall on the course, etc. I understand and acknowledge that this list is **NOT COMPLETE OR EXHAUSTIVE** and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, or damage to property.

4. Pursuant to Colorado law, Undersigned assumes the responsibility of maintaining **CONTROL** at all times while engaging in the Activity. Undersigned is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Undersigned must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned assumes the risks of riding the lifts and engaging in activities accessible from the lifts. 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, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. 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.

7. 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, Undersigned adults represent that they are a **legal** parent or guardian of the minor Participant.

8. The Undersigned understand and acknowledge that this **AGREEMENT IS A CONTRACT** and shall be **BINDING TO THE FULLEST EXTENT** permitted by law. 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. The Undersigned agree and understand that this release is applicable to **each and every day** the Undersigned participates in the **ACTIVITY** for the **entire ski season**.

9. The Undersigned gives **FULL PERMISSION** for PURGATORY RESORT to use **ANY AUDIO OR VISUAL MATERIALS** of Undersigned or minor taken at Purgatory Resort and by signing below, releases the use of any audio or visual materials taken, on file, and for any uses by PURGATORY RESORT of Undersigned or the minor for which I am signing. I understand that all said images and sound recordings shall constitute the property of PURGATORY RESORT, solely and completely.

10. Undersigned **AUTHORIZE** Purgatory Resort's authorized personnel to call for medical care for Undersigned and to transport Undersigned to a medical facility or other emergency medical service location if, in the opinion of such personnel, Undersigned need medical attention. Undersigned **AGREE** that upon transporting to such facility or personnel, all responsibility of Purgatory Resort's shall be totally fulfilled and Purgatory Resort shall have no responsibility for Undersigned or the medical care. Further, Undersigned **AGREE** to pay all costs associated with such transportation and medical care, and agree to indemnify and hold harmless Purgatory Resort of and from any costs incurred in connection therewith, in accordance with this Agreement. Undersigned **UNDERSTAND** and **AGREE** that Undersigned is responsible for obtaining **LIFE, ACCIDENT and HEALTH INSURANCE BEFORE** participating in the Activity or allowing any **MINOR** to participate.

11. In consideration for allowing the Undersigned to participate in the Activity, **THE UNDERSIGNED HEREBY FULLY RELEASE AND AGREE NOT TO SUE PURGATORY RESORT**, the United States, agencies thereof, the equipment manufacturers or distributors, any Event sponsors or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, 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 Undersigned 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 Undersigned 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**.

12. 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 Undersigned's participation in the Activity and including all the Released Party's attorney fees, costs, settlements or judgments.

13. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

14. In consideration for allowing Undersigned to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Undersigned 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** or in the **FEDERAL COURT FOR THE STATE OF COLORADO** sitting **EXCLUSIVELY in DURANGO, COLORADO**.

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

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Emergency Contact: _____

Printed Name

Telephone

Name/Relation