



TSSC ✪Box 2824, Telluride, CO 81435 ✪728.6163 phone ✪728.9438 fax ✪www.tssc.org ✪office@tssc.org

## 2016 – 2017 WAIVER and RELEASE OF LIABILITY

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

**DEFINITIONS:** "PARTICIPANT" means the person or child taking part in Telluride Ski and Snowboard Club activities; "PARENT(S)" means the undersigned parent[s] or legal guardian[s] signing on behalf of him/herself and on behalf of the minor PARTICIPANT if the PARTICIPANT is under 18 years of age.

**In consideration of the rights and privileges associated with membership and participation in the Telluride Ski and Snowboard Club, PARTICIPANT & PARENT(s) acknowledge and agree to be bound by the following:**

**RISKS OF PARTICIPATION:** PARENT(S) & PARTICIPANT understand that participation in any TSSC program includes, but is not limited to: skiing, snowboarding and other recreational activities in their various forms, as well as preparation and training for competitions and events in alpine, nordic, freestyle, freeride, telemark and snowboarding, helping with associated fundraising events, use of TSSC facilities, traveling to and from competitions, training and other events; and lodging while traveling (hereinafter referred to as "ACTIVITIES"). These **ACTIVITIES** can be **HAZARDOUS, DANGEROUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.** Some of the risks, dangers and hazards include but are not limited to: falling; surface or subsurface snow conditions; variations in terrain; rugged mountainous terrain; downed timber; rocks; stumps; marked and unmarked obstacles; terrain park features and elements; half pipes and quarter pipes; jumps; attempting or performing aerial maneuvers including inverted and off axis tricks; visibility; collisions; encounters with snowmobiles or vehicles; lift loading, unloading and riding; adverse weather; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; altitude sickness; frostbite; motor vehicle accidents traveling to and from activities; accidents associated with traveling and lodging away from home; equipment failure including skis, boards and bindings; accidents associated with training on trampolines and/or water ramps; injuries while engaging in aerobic, strength training and cross-training; and/or the acts or omissions of other participants, spectators, parents, race personnel, coaches or others. **PARENT(S) & PARTICIPANT UNDERSTAND AND ACKNOWLEDGE THAT THE DESCRIPTION OF THE RISKS LISTED HERE IS NOT COMPLETE AND THAT PARTICIPATING IN THESE ACTIVITIES MAY INCLUDE OTHER RISKS, HAZARDS AND DANGERS.**

PARENT(S) & PARTICIPANT also understand that personal training, coaching, instruction, supervision and enforcement of the rules and policies of Telluride Ski and Snowboard Club, its officers, directors, volunteers, employees, coaches, representatives, agents, competition organizers and sponsors (hereinafter referred to as "TSSC") **DO NOT and CANNOT GUARANTEE OUR SAFETY.** PARENT(S) & PARTICIPANT understand that these injuries and/or losses may be the result of the negligence of said participant and/or the actions/inactions or negligence of others.

**ASSUMPTION OF RISKS:** By signing this document, PARENT(S) & PARTICIPANT recognize that property loss, injury or death are all possible while participating in these ACTIVITIES. With full knowledge and understanding of the **RISK OF SEVERE INJURY OR DEATH involved in these ACTIVITIES, PARENT(S) & PARTICIPANT FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISKS AND DANGERS OF PARTICIPATING IN THESE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.** PARENT(S) & PARTICIPANT assume full responsibility for the participant while engaging in any TSSC activity. Responsibility includes participating in TSSC activities only when the participant is: physically and psychologically prepared to participate safely; familiar with venue before beginning any activity & familiar with all equipment being used for said activity.

**RELEASE OF PARTICIPANT'S RIGHTS:** Being aware of the risks and willing to assume them, PARENT(S) & PARTICIPANT **COMPLETELY RELEASE AND HOLD HARMLESS** TSSC, Telluride School District, and each of the organization's affiliates, subsidiaries, officers, directors, employees, volunteers, agents, coaches, officials, event organizers, and/or sponsors (the "RELEASED PARTIES") **FROM ANY AND ALL CLAIMS OF ANY NATURE OR ANY KIND FOR INJURY OR DEATH TO PARTICIPANT or PARTICIPANT'S property that may be sustained in connection with TSSC ACTIVITIES or programs, INCLUDING ANY INJURY, DEATH OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the RELEASED PARTIES. PARTICIPANT & PARENT(S) understand that if PARTICIPANT is injured or killed or property of PARTICIPANT is damaged in connection with TSSC ACTIVITIES that neither PARENT(S) nor PARTICIPANT has a right to make a claim or file a lawsuit against any of the RELEASED PARTIES, in accordance with this contract and Colorado law including CRS 13-22-107. The PARENT(S) and PARTICIPANT further **AGREE TO DEFEND AND HOLD HARMLESS** the RELEASED PARTIES from any and all claims brought by third parties

which arise in whole or in part from the PARTICIPANTS participation in any TSSC ACTIVITIES or programs.

**RELEASE OF PARENT(S)' RIGHTS:** PARENT(S) ALSO COMPLETELY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES from **ANY AND ALL CLAIMS OF ANY NATURE OR ANY KIND FOR INJURY OR DEATH TO PARENT(S) OR PARENT(S) PROPERTY** that may be sustained in connection with any TSSC ACTIVITIES, **INCLUDING ANY INJURY, DEATH OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the RELEASED PARTIES. The PARENT(S) further **AGREE TO DEFEND AND HOLD HARMLESS** the RELEASED PARTIES from any and all claims brought by third parties which arise in whole or in part from PARENT(S) participation in any TSSC ACTIVITIES or programs.

**CODES & POLICIES:** PARENT(S) & PARTICIPANT agree that they will accept and abide by the policies, codes of conduct, rules and regulations of TSSC, the Telluride Ski and Golf Club and any other rules or regulations imposed by the organizers of any particular event in which PARENT(S) or PARTICIPANT participate.

**INSURANCE:** PARENT(S) & PARTICIPANT agree that PARTICIPANT currently has, and will maintain throughout the course of training and competition, valid medical and accident insurance.

**APPLICABLE LAW & MISCELLANEOUS:** In consideration of TSSC membership and engaging in TSSC ACTIVITIES or programs PARENT(S) & PARTICIPANT AGREE that any and ALL DISPUTES

arising from PARENT(S) or PARTICIPANT'S participation in TSSC ACTIVITIES, 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 courts of the State of Colorado. This agreement shall be binding to the fullest extent permitted by law. If any provision of the agreement is found to be unenforceable, the remaining terms shall be enforceable. This agreement shall be binding upon the assignees, subrogates, distributees, heirs, next of kin, executors and administrators of PARENT(S) and PARTICIPANT and may be applied by TSSC as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of PARENT(S) or PARTICIPANT.

**WE HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. WE ARE AWARE THAT I AM RELEASING 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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Emergency      Contact:      Printed      Name/Relation      Telephone

## TELLURIDE SKI & GOLF

### WINTER EVENT ASSUMPTION OF RISK AND RELEASE AGREEMENT

**Read Carefully.** This is a release of liability and waiver of legal rights.

**1. Definitions.** The person who is participating in the Activity as defined herein 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. "Released Parties" means TSG Ski & Golf, LLC, and its successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, owners and shareholders; and the U.S. Forest Service. The "Activity" means taking part in any event, happening, race, or competition; or using the equipment, facilities, grounds, slopes, trails, or lifts of Released Parties for any purpose.

**2. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: terrain selection; negligent supervision; falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; tree immersion; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; drowning; lost equipment; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. 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 PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**3. Duties of Participant.** The 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 acknowledges that he/she has 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. Participant acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Participant understands that entering or skiing in a "CLOSED" area is illegal. Participant shall comply with all rules of the event.

**4. Release and Indemnification:** In consideration of the Participant being permitted to participate in the Activity or use the equipment of the

Released Parties, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned mayor will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

**5. Minor Acknowledgment.** 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.

**6. Medical Care.** Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

**7. Miscellaneous.** The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in San Miguel County, Colorado; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING 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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Emergency Contact: Printed Name/Relation Telephone