

Telluride Ski and Golf Assumption of Risk, Release of Liability, and Indemnity Agreement

The purpose of this Agreement is to exempt, waive, and release Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to liability arising from the negligence of Released Parties; and transfer the risk of loss arising out of the participation in the Activities to the Participant or person executing this Agreement.

“Released Parties” mean TSG Ski & Golf, LLC, the U.S. Forest Service and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and equipment manufacturers and distributors.

“Activity” and “Activities” mean skiing, snowboarding, touring, uphill and snowcat access, training, racing, and ski/ride instruction; participation in competitions, races, and any other events offered by Released Parties or their sponsors; and/or using for any purpose the Released Parties’ permit area, property, slopes, grounds, trails, facilities, buildings, features, amenities, parking lots, sidewalks, or equipment, including, but not limited to chairlifts, surface lifts, buses, vans, and/or rental equipment.

“Me”, “Myself”, and “I”, means the adult, being at least 18 years old, who is accepting these terms on behalf of Myself and, if applicable as a result of my purchase of frequency or pass products, tickets, admissions, lessons, rentals for others, on behalf of a minor and/or other adult. “Minor” means the minor Participant. The person actually taking part in the activity is referred to as “Participant”.

In consideration of being allowed to participate in the Activities, on behalf of Myself and all other Participants, I agree as follows:

1. Dangers and Risks: Participating in the Activity is hazardous and involves the risk of physical injury or death. The dangers and risks of the Activities include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; avalanches; cornices; moguls; jumps; ice; variations in terrain; design and condition of man-made facilities, terrain features, or race venues; terrain selection of an instructor; downed timber and other forest growth; tree stumps and wells; rocks and debris; marked and unmarked obstacles; collisions; equipment failure, malfunction, or misuse; collisions or encounters with snowmobiles, snowcats and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; and limited access to and/or delay of medical attention. I 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 Released Parties.

2. Release and Indemnification: By signing this Agreement, I, on my own behalf and, if applicable, on behalf of Minor and adult Participant(s), acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and not sue or file any actions or claims against Released Parties that are based on, arise or result from, in whole or in part, participation in any Activities, including, but not limited to

negligence and premises liability claims; (3) 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.

3. Media Release: I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on line and broadcast presentations of any sort.

4. Medical Care: I 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. I agree to pay all costs associated with such medical care and related transportation.

5. Acknowledgment: By accepting this Agreement on behalf of any Participants other than Myself, I am representing under penalty of fraud that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from the other adult Participants to accept the terms of this Agreement on each of their behalf, and that by doing so, I am agreeing to be personally responsible for any claims brought by any other Participant, should they refuse to accept the terms of this Agreement.

6. Non-Transferable/Confiscation: Passes and tickets are not transferrable and may not be resold. Passes and tickets may be confiscated and not re-issued if, in the sole judgment of the Released Parties the Participant: a) acts in a manner that could endanger the safety of any person; b) violates the law; c) provides ski lessons or related services for compensation; or c) engages in fraud or misconduct or creates a nuisance. Re-issued passes may be subject to a replacement fee. I agree to immediately notify the ski area operator and authorities if the pass is lost or stolen and that failure to do so may result in loss of skiing privileges. I also understand and acknowledge that this pass is non-refundable.

7. Miscellaneous: This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional Agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Released Parties’ authorized representative. All claims arising from or related to any Activity by Participant, including for injury to person or property and/or death shall be governed by Colorado law, without regard to conflicts of law principles, and that exclusive jurisdiction shall be in the District Court, San Miguel County, Colorado. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF MYSELF AND PARTICIPANT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE BY SIGNING BELOW AND/OR I ACCEPT IT BY ENGAGING IN THE ACTIVITIES.

Date	
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Participant 1		
Date of Birth	Printed Name	Signature of Participant
	Printed Name of Parent or Legal Guardian (if applicable)	Signature of Parent or Legal Guardian

Participant 2		
Date of Birth	Printed Name	Signature of Participant
	Printed Name of Parent or Legal Guardian (if applicable)	Signature of Parent or Legal Guardian

Participant 3		
Date of Birth	Printed Name	Signature of Participant
	Printed Name of Parent or Legal Guardian (if applicable)	Signature of Parent or Legal Guardian

Participant 4		
Date of Birth	Printed Name	Signature of Participant
	Printed Name of Parent or Legal Guardian (if applicable)	Signature of Parent or Legal Guardian

ADDRESS	TELEPHONE NUMBER(S)	EMERGENCY CONTACT AND PHONE



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 in the Telluride Ski and Snowboard Club, PARTICIPANT & PARENT 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; slick or uneven surfaces; surface or subsurface snow conditions; variations in terrain; rugged mountainous terrain; downed timber; rocks; stumps; debris; marked and unmarked obstacles; man-made objects; terrain park features and elements; visibility; collisions; encounters with snowmobiles or other motor 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, 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 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.

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.

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 engaging in TSSC ACTIVITIES 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 read all of the policies and codes of conduct outlined in the TSSC Handbook. We understand the materials and agree to comply with said policies and codes of conduct.

WE HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AGREEMENT AND UNDERSTAND ITS CONTENTS. WE AWARE THAT WE ARE RELEASING 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