



binding on my heirs and estate. I further intend that the terms of this Agreement shall be severable.

I warrant that I am in good health and there are no special problems associated with my care. I: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for me; 2) accept responsibility and agree to indemnify the Released Parties for all such medical expenses; 3) hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from participation in the Event; 4) agree to defend and indemnify the Released Parties for any and all claims arising from treatment brought by me, my heirs, successors, executors and/or subrogors; 5) irrevocably grant the Released Parties the right of publicity to own and use any image(s) collected of me while participating in the Event, and these rights will in no terms be extended beyond the purpose of promoting the Event and related events, and will not imply endorsement of any products of the Event sponsors.

In consideration of allowing me to participate in the Event and of using the ski area facilities, **I AGREE THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court of the State of Colorado. This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. This Release contains the entire, integrated agreement and understanding between and among me and the Released Parties, and that no party is relying on any representation, statement or understanding except as set forth herein.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY AGREE TO AND SIGN THIS PARTICIPATION, WAIVER, AND RELEASE AGREEMENT.

Signature of Participant \_\_\_\_\_

Please print name \_\_\_\_\_ Date \_\_\_\_\_ Age of Participant \_\_\_\_\_

Address of Participant  
\_\_\_\_\_

IF THE PARTICIPANT NAMED ABOVE IS A MINOR, A PARENT OR ADULT LEGAL GUARDIAN MUST EXECUTE THE INDEMNIFICATION BELOW.

**INDEMNIFICATION**

**In consideration for the above minor being permitted by the Released Parties to participate in the Event, I agree to the following waiver, release and indemnification:**

The undersigned *represents or warrants under the penalty of fraud* that he/she is the parent or legal guardian of the above minor and, for themselves and on behalf of said minor, hereby joins in and agrees to the provisions of the foregoing Waiver, and Release Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend the Released Parties, and their respective owners, agents, officers, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and ordinary NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the Event including, without limitation, his or her use of the Released Parties' properties and facilities.

Signed on this date: \_\_\_\_\_

Please print name and address:

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Phone number where you can be reached: \_\_\_\_\_