

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

(VOLUNTEER MUST READ CAREFULLY BEFORE SIGNING!)

As used in this agreement, the term "Town" means the Town of Breckenridge, Colorado, and the term "Program" means the following sports program run by the Town's Recreation Department:

2018 Breckenridge Ascent Series

I want to volunteer for the Program, and in return for the Town permitting me to volunteer for the Program I acknowledge, represent, and agree with the Town as follows.

I am aware that the Program may be dangerous, and can involve the risk of injury, loss, or damage, including bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances. I have been advised by the Town of the following specific risks associated with my volunteer participation in the Program:

SPORTS PARTICIPATION INVOLVES BEING PHYSICALLY ACTIVE IN AN ENVIRONMENT THAT CANNOT BE CONTROLLED. THIS ENVIRONMENT INCLUDES BOTH OUTDOOR AND INDOOR AREAS. THE OUTDOOR ENVIRONMENT MAY INCLUDE EXPOSURE TO COLD, SNOW, WIND, SUN, LIGHTNING, VARIABLE TERRAIN CONDITIONS, UNEVEN SURFACES, FOREST GROWTH, ROCKS AND DEBRIS. THE INDOOR ENVIRONMENT INCLUDES EXPOSURE TO FAST MOVING OBJECTS, UNMOVABLE BARRIERS, NETS, BALLS, SLIPPERY OR UNEVEN SURFACES, AND HEAVY EQUIPMENT. EQUIPMENT FAILURE MAY OCCUR WHILE A PARTICIPANT IS PARTICIPATING IN THE PROGRAM. PROGRAM PARTICIPANTS ARE SUBJECT TO THE ACTIONS OF OTHER PERSONS WHOSE BEHAVIOR IS UNPREDICTABLE. THESE HAZARDS CAN CAUSE CUTS, ABRASIONS, CONTUSIONS, DISLOCATIONS, TORN MUSCLES AND/OR LIGAMENTS, FRACTURES, HEAD INJURIES, SPINE INJURIES, OTHER TYPES OF INJURIES, OR EVEN DEATH. PARTICIPATION IN STRENUOUS ACTIVITIES AT SUMMIT COUNTY'S HIGH ALTITUDE ALSO POSES HEALTH RISKS, INCLUDING, BUT NOT LIMITED TO, BREATHING AND CARDIAC DIFFICULTIES.

I represent to the Town that I have trained sufficiently for the Program, and that I am in good physical condition with no known MEDICAL CONDITION OR PROBLEM that could limit my ability to safely participate in the Program.

I agree that the Town, its officers, employees, insurers, and self-insurance pool (called the "Released Parties" in this remainder of this agreement) are NOT RESPONSIBLE for my safety in connection with my participation in the Program. I specifically RELEASE and DISCHARGE the Released Parties in advance from any and all liability in connection with my participation in the Program, even though such liability may arise out of the act, omission, negligence, carelessness, or other fault of the Released Parties, or from any other cause.

I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR THE RISKS, conditions and hazards which may arise or occur during my participation in the Program, whether they are known or unknown at the time I sign this agreement.

Being fully aware of the disclosed risks, conditions, and hazards of the Program, and that certain risks, conditions, and hazards associated with the Program may be unknown to me when I sign this agreement, ■
HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE the Released Parties in advance

from all liability for claims for bodily injury, personal injury, sickness, disease, death, and property loss or damage which may accrue to me after signing this agreement as a result of my participation in the Program, whether such injury, loss or damage was foreseeable or not, or was caused by the act, omission, negligence, carelessness, or other fault of the Released Parties, or from any other cause. This waiver includes any claim resulting from the design or condition of any Town-owned or supplied equipment utilized by me in the Program.

I agree to **HOLD HARMLESS, INDEMNIFY AND DEFEND** the Released Parties from any and all liability for bodily injury, personal injury, sickness, disease, death, and property loss or damage legally arising from or caused by my participation in the Program, even though such liability may arise out of the act, omission, negligence, carelessness, or other fault of the Town, its officers or employees, or from any other cause.

I agree with the Town that this agreement is to be interpreted as waiving and releasing all of my claims arising from my participation in the Program **EVEN THOUGH CAUSED BY THE ACTS, OMISSIONS, NEGLIGENCE, OR THE FAULT OF THE RELEASED PARTIES.**

This agreement is intended to be **AS BROAD AND INCLUSIVE** as is permitted by the laws of the State of Colorado. If any portion of this agreement is found to be invalid, the balance of this agreement shall continue in full force and effect.

This agreement shall be governed by the laws of the State of Colorado, and any lawsuit or claim involving my participation in the Program or this agreement shall be brought only in the state courts of Summit County, Colorado.

I will accept and abide by all of the **RULES AND REGULATIONS** of the Town in connection with my participation in the Program, and I understand that I may lose the privilege of participating in, or volunteering for, the Program if I fail to do so.

This agreement is effective as of the date set forth below and is binding upon me, my heirs, executors, personal representative, successors and assigns.

PARTICIPANT SIGNATURE AND DATE:

Print Name: _____ Date of Birth: _____

Signature: _____

Signature of Parent if Participant is Under **18**: _____

Date: _____

In accordance with §13-22-107(4) of the Colorado Revised Statutes, this agreement shall not be construed to permit a parent acting on behalf of his or her child to waive the child's prospective claims against the Town, its officers and employees, for a willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission.

COMPETITION, RACING AND TRAINING RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. The person who is taking part in ski, snowboard, or other winter sport racing, competition, or training activities as an athlete, coach, staff member, spectator or other participant is referred to as "Participant." I am the Participant or, if the Participant is under 18, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing, other equipment testing, wax testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, 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 (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risks of the Activity and that the Participant, as a "skier" and/or "competitor" (as may be defined by statute or other applicable law), **ASSUME ALL INHERENT DANGERS AND RISKS.**

3. I expressly acknowledge and assume additional risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

5. I agree that the Participant is a "competitor" at all times, whether practicing for competition or in competition, that Participant shall inspect the training and competition courses prior to participating in the Activity, and that Participant assumes the risk of all course conditions, including but not limited to course construction, layout and obstacles.

6. Additionally, in consideration for allowing the Participant to participate in the Activity, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, the United States, Her Majesty The Queen In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF 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 AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE *OCCUPIERS LIABILITY ACT*. I**

UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.

In further consideration for allowing Participant to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

9. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

10. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

11. **BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US) or 19 years old (Canada). I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. I understand that this Agreement will apply for each and every day participant engages in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

13. **FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR #1 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) MINOR #3 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY)

MINOR #2 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) MINOR #4 – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY)

ADULT PARTICIPANT / PARENT / LEGAL GUARDIAN INFO. – Required to Complete, Sign & Date Below

ADULT/PARENT/GUARDIAN – Last Name, First Name, M.I. (print) Date of Birth (MM-DD-YYYY) X SIGNATURE DATE

ADDRESS – Street Address/Mailing Address, City, State, Zip/Postal Code (please print)

EMERGENCY CONTACT (print) RELATION PHONE NUMBER