

ELDORA MOUNTAIN SKI & SNOWBOARD CLUB
2065-2017 ASSUMPTION AND ACCEPTANCE OF RISK, RELEASE AND INDEMNITY

NOTICE: THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING OR ENGAGING IN THIS ACTIVITY.

I/We, _____ and ,

(parent(s) or legal guardian) of , (a minor) (“Participant”), and Participant (collectively, the “undersigned”), in consideration of the Participant’s participation and membership in Eldora Mountain Ski Club (the “Club”) to engage in ski and/or snowboard racing competition, free skiing/snowboarding, training (both “dry land” and on snow) and all other activities, whether ski and/or snowboard related or otherwise, in connection with Participant’s participation the Club, and including specifically, without limitation, Club provided transportation to and from Eldora Mountain Resort or other ski areas in any Club vehicle or Club employee’s vehicle, and accommodations arranged by the Club in connection with such transportation to and from other ski areas (collectively, the “Activities”), understand, acknowledge and agree as follows:

1. Acknowledgment of Risks Inherent in the Activities. I/we agree with the premise that the Participant is a competitor at all times, whether practicing for competition or in competition. I/we acknowledge that I/we am/are fully aware that alpine, Nordic and freestyle skiing and snowboarding in their various forms are action sports that are HAZARDOUS and that have significant risks of serious personal injury, death or property damage. I/we further acknowledge that there are natural, mechanical, environmental and other hazardous conditions and risks that, independently or in combination with Participant’s Activities, may result in serious physical injury, death or property damage to Participant or others. I/we recognize that these risks include, without limitation, grooming and snowmaking equipment, snowmobiles, course settings, ski lift operations, and the actions or omissions of employees, volunteers or agents of the ski area or the competition. I/we acknowledge and understand that the Activities are more hazardous than regular skiing or snowboarding and that injuries are a common occurrence to those participating in the Activities. I/we expressly acknowledge that in the ordinary course of the Activities, Participant will routinely ride on chair lifts, and on other types of skier lifts, without the assistance or presence of Club personnel. I/we agree that in his or her sole judgment, Participant is capable of riding such lifts alone or with people other than Club personnel. I/we hereby give permission for Participant to ride such skier lifts alone or with people other than Club. I/we further acknowledge that Participant in voluntarily engaging in the Activities and that no representations or warranties have been made to the me/us by any agent or representative or anyone associated with the Club regarding the safety of the Activities.

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, including: changing weather conditions, existing and changing snow and weather 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.

2. Assumption of Risk. I/we represent that I/we have read Section 1 and that I/we are fully aware of the risks associated with the Activities, (if Participant is a minor) I/we have discussed with Participant the risks inherent with Participant’s involvement in the Activities, and acknowledge and agree that Participant and the undersigned are solely responsible for: (a) Participant’s safety while participating in the Activities and (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of Participant’s participation in the Activities. I/we agree that the Participant is and will always be provided an opportunity to conduct a reasonable visual inspection of the training or race venue and that the Participant will be held to assume the risk of all equipment and course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles. I/we specifically acknowledge that the Club, its coaches, volunteers, officers and directors, United States Skiing, the USSA, the U.S. Ski Team, the United States Ski Coaches Association, Eldora Mountain Resort, the individual promoters, sponsors and organizers

of various racing events, the promoter clubs, the race officials, the ski areas at which races are held, and all past or present representatives, officers, directors, shareholders, attorneys, employees, agents, nominees, members, affiliates, subsidiaries, successors and assigns of any person or entity named above (hereinafter collectively, the "Released Parties") are not responsible for Participant's safety, and that as a condition to Participant's participation in the Activities, I/we RECOGNIZE, ACCEPT AND ASSUME ALL RISK OF PERSONAL INJURY OR DEATH or property damage associated with Participant's participation in the Activities, whether such risks (including, without limitation, those risks listed in Section 1 above) are known or unknown, and regardless of whether such risks are caused by (a) the intentional acts, negligence or carelessness of the Released Parties, any other person or participant, equipment failure, or otherwise, or (b) the breach of any express or implied warranty.

3. Waiver, Release, Discharge, Agreement Not to Sue, Indemnify and Hold Harmless. The undersigned Participant, the parent(s) and/or guardian of Participant, or anybody representing Participant, on behalf of themselves, their successors, assigns, heirs, personal representatives and all persons claiming by, through or under them, hereby fully and forever RELEASE, WAIVE, RELINQUISH AND DISCHARGE the Released Parties from any and all liabilities or claims of any nature whatsoever (including, without limitation, attorneys' fees) at law or in equity, whether known or

unknown, for personal injury, death or property damage to Participant or others, and agree further to forever INDEMNIFY and HOLD HARMLESS the Released Parties from any and all loss, liability or damage, including attorneys' fees, that the Released Parties may incur in any suit, demand, legal action or claim of any nature made by the undersigned or any representative of the undersigned, and regardless of whether such injury, death or property damage: (a) was foreseeable, (b) arises during or after Participant's membership or participation in the Activities of the Club, (c) arises out of the actual or alleged intentional acts, negligence or carelessness on the part of the Released Parties or (d) is a result of the breach of any express or implied warranty.

4. Representations and Warranties of the Undersigned. I/we represent and warrant that:

a) Insurance: Participant currently has, and I/we agree to maintain throughout the time that Participant participates in the Activities, valid and sufficient medical and/or accident insurance. I/we understand that this is my/our sole responsibility and I/we hereby release the Released Parties from providing this coverage for Participant;

b) Physical Capability of Participant: Participant is in good health, is physically able to engage in the Activities, has no special problems with Participant's care and I/we have left no special instructions regarding Participant that have not been listed on the medical information form at the bottom of this Agreement. Further, I/we have/has consulted a physician regarding Participant's engagement in the Activities, and Participant's participation has been approved by such physician;

c) Rules and Regulations; Publicity: I/we will explain to Participant the rules and regulations of the United States Ski Association and the Club, and any other rules or regulations imposed by the organizers of any particular competition or ski area at which Participant may ski, and Participant represents that he/she will accept and abide by all such rules and regulations. Further, I/we consent to and authorize the use and reproduction, for any purpose and without compensation, of all videotape recordings and photographs taken of Participant while engaging in the Activities.

5. Authorization for Medical Treatment. (for minor Participants only) I/we authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I/we agree that upon Participant's transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for Participant. I/we further consent to and authorize the administration and performance of all treatments and anesthetics that, in the judgment of a licensed physician, may be considered necessary, advisable, or life saving. Further, I/we agree to pay all costs associated with such

medical care and related transportation provided for Participant and I/we shall indemnify and hold harmless the Released Parties of and from any costs incurred therein.

6. Agreement Required as Condition of Participation. I/we understand and agree that Participant's participation in the Activities is expressly conditioned upon the agreement by me/us to all of the terms and conditions contained in this Agreement, and that this Agreement shall be kept in the records of the Club and shall remain in full force and effect whenever Participant is engaged in the Activities, and is not limited solely to the 2012-2013 ski and snowboard season.

7. Effect of Agreement. THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT, AMONG OTHER THINGS, RELEASES THE CLUB AND OTHERS FROM RESPONSIBILITY FOR PARTICIPANT'S INJURIES OR DEATH AND MAKES THE UNDERSIGNED RESPONSIBLE FOR INJURIES TO OR DEATH OF OTHERS CAUSED BY PARTICIPANT.

8. Governing Law; Binding Effect. In exchange for and in consideration of the Released Parties making the area available to Participant for participation in the Activities, I/we CONTRACTUALLY AGREE that ALL claims for injury and/or death shall be GOVERNED BY COLORADO STATE LAW and EXCLUSIVE JURISDICTION shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of 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 remain enforceable. The undersigned parent or guardian acknowledges that (a) he/she is also signing this Agreement on behalf of the minor Participant, (b) I/we will indemnify the Released Parties in the event of a suit between said minor and the released parties and (c) the minor Participant shall be bound by all of the terms of this Agreement. This Agreement shall be binding upon my/our heirs, assigns, subrogors, distributors, next of kin, executors and personal representative.

9. Legal Guardian/ Participant Not a Minor. If Participant is under the age of 18, this Agreement is being executed by Participant's legal guardian, I/we represent that I/we are, in fact, the legal guardian of Participant and no other person has been appointed as guardian of Participant. If Participant is over the age of 18 years old, Participant may execute this Agreement in his or her own capacity.

This Agreement has important legal consequences. Accordingly, I/we have read fully and understand the statements made above and voluntarily sign this Agreement and agree that no oral representations, warranties, statements or agreements, apart from this Agreement, have been made to me/us. Participant:

RACERS WITH ASTHMA, OR OTHER MAJOR HEALTH PROBLEMS, MUST INCLUDE A DOCTOR'S RELEASE WITH THIS MEDICAL AUTHORIZATION/INFORMATION.