

LERT VOLUNTEER 2016-2017

WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

“Adult” means the undersigned adult volunteer, being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the minor named below so that the minor will be permitted to volunteer for The Lake Eldora Racing Team Association (“LERT”) at both Eldora Mountain Resort, other resorts and venues (collectively “Resorts”). “Minor” means the minor volunteer named below. “Undersigned” means the Adult and Minor collectively. The person actually acting as a volunteer for LERT at the Resorts and who will be participating in the activities is referred to herein as “Volunteer”. Undersigned agree and understand that skiing, snowboarding, volunteering and/or any other uses of the area facilities, activities, or equipment of the Resorts or such other venue as may be utilized by LERT, (each hereinafter an “ACTIVITY”) can be **HAZARDOUS**. **The Undersigned understand that Volunteer will not be permitted to take part in the ACTIVITY unless this Warning, Assumption of Risk, Liability Release, Hold Harmless and Indemnity Agreement (“Agreement”) is fully executed.**

Participating or participation in an ACTIVITY may include, without limitation, assisting with, preparing for or tearing down a venue, as well as taking part in, participating in the administration, monitoring or governance of an event or activity, competing in, assisting participants and/or their families in preparing for, training for and racing in an event or activity, teaching or instruction, equipment preparation or maintenance, administrative tasks, and/or any other uses of the Resorts’ facilities, including use of the lifts. Undersigned agree and understand that participating in the ACTIVITY is **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**.

THE UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY VOLUNTEER ENGAGES IN ANY ACTIVITY DURING THE 20016-2017 SKI SEASON, including pre and post season, without requiring the Undersigned to sign an additional form for each day and/or each ACTIVITY until the Undersigned revoke it in writing and that writing is accepted in writing signed by the LERT’s authorized representative. The Undersigned understand that Volunteer is not an employee of LERT regardless of any non-cash remuneration for time and services which he/she may receive. The Undersigned understand and agree that, as a volunteer, **Volunteer is not covered by Workers’ Compensation** and the Volunteer is encouraged to have his/her own medical insurance coverage. **ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.**

Undersigned are advised and understand that under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snow bike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a “skier” and is referred to as a skier. The Undersigned agree and understand that risks associated with participating in an ACTIVITY, in addition to those previously listed or described below, include, but are not limited to equipment malfunction, variable and changing surface conditions, marked and unmarked obstacles, rugged mountainous terrain, slick or uneven riding and walking surfaces, surfaces covered with ice and snow, strenuous activity, high elevation, wildlife encounters, sharing ski area facilities and ACTIVITY venues with people directly involved and/or not directly involved in the ACTIVITY. The Undersigned understand that snowmobiles, snowmaking, snow grooming and other equipment and vehicles may be encountered at any time and that Volunteer should be alert for and avoid such equipment. The Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. Volunteer may also be entering into and using freestyle terrain that contains jumps, hits, ramps, banks,

jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. **RECOGNIZING AND ACCEPTING THE ABOVE RISKS AND RESPONSIBILITIES, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE ACTIVITY.**

Adult agrees to read, to have Minor read and, if necessary explain to Minor all posted signs and warnings including instructions on use of lifts and equipment and Undersigned agree that Volunteer will obey those signs and warnings located on the property or at any facility or premise of the Resorts and to obey instructions from Resorts staff. Undersigned understand that entering or skiing in a "CLOSED" area is illegal and more dangerous to Volunteer and others than skiing in open areas of the ski area. Volunteer agrees to inspect all equipment including rental ski, snowboard, ice skating or exercise equipment before use and ask questions of Resorts' employees if Volunteer does not fully understand how to use the equipment, exercise machines or facilities. The Undersigned understand and acknowledge that Volunteer has been informed of and understand all rules and regulations of participating in the ACTIVITY. The Undersigned recognize that Volunteer must have the physical dexterity and knowledge sufficient to safely participate in the ACTIVITY including to safely load, ride and unload the lifts if that is part of the ACTIVITY for Volunteer. Undersigned assume the risks of riding the lifts and engaging in activities accessible from the lifts and in skiing Freestyle and Extreme Terrain. Undersigned warrant that information provided to rental and ski/ride school technicians and personnel will be accurate and complete. Volunteer understands and agrees that age and height restrictions may apply to limit participation in some activities and at some facilities. Undersigned accept for use "AS IS" any equipment Volunteer uses for an ACTIVITY and/or skiing or otherwise and to return before use for replacement or repair any equipment believed by Volunteer to be damaged or defective. Adult accepts full responsibility for the care of the equipment used for an ACTIVITY including rental ski and snowboarding equipment and agrees that Adult will be responsible for the replacement at full retail value of any equipment not returned or returned in a damaged condition. Undersigned understand that additional fees may be required for Volunteer's use of the facilities, equipment, ski instruction or other services provided by the Resorts.

1

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks described above and the inherent risks associated with the ACTIVITY and, as a condition to Volunteer engaging in the ACTIVITY, Adult on his/her own behalf and, if applicable, on behalf of Minor agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Volunteer while or as a result of participating in the ACTIVITY; (2) RELEASE, HOLD HARMLESS and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against LERT, Eldora Mountain Resort, the United States Forest Service, all ACTIVITY sponsors, equipment manufacturers and distributors, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, volunteers, agents, as well as any operator of a venue for an ACTIVITY (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in the ACTIVITY; (3) INDEMNIFY AND DEFEND THE INDEMNIFIED PARTIES FROM ANY LIABILITY, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Volunteer or caused to others or their property by Volunteer while taking part in the ACTIVITY which includes travel to and from events or Activities away from the Resorts, and those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of the Indemnified Parties. Undersigned agree to pay all costs including attorney's fees incurred by any Indemnified Party in defending a claim or suit brought by or on behalf of Undersigned.

Undersigned warrant that Volunteer is in good health and is capable of performing his/her duties as a volunteer. Adult authorizes the INDEMNIFIED PARTIES and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Volunteer or to transport Volunteer to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree that upon Volunteer's transport to a

facility or hospital that the INDEMNIFIED PARTIES shall not have any further responsibility for Volunteer. Undersigned also consent to the Care given by an emergency care giver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Adult at the earliest possible time in the event such Care is undertaken for a Minor. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resorts to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Minor to pay all costs associated with such medical care and related transportation provided for Volunteer and to indemnify and hold harmless the INDEMNIFIED PARTIES from any costs incurred therein.

In consideration for participating in an ACTIVITY, Undersigned agree that **ALL** claims for injury, property damage and/or death arising from the Adult's and/or Minor's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** without reference to any choice of law rules and **EXCLUSIVE JURISDICTION** shall be in the **District Court in the county where the alleged incident occurred, or in Federal Court for the District of Colorado.**

Further, the Undersigned grant to LERT the absolute and irrevocable right and unrestricted permission with respect to any photographic portraits, pictures, motion pictures and/or video tapes of Volunteer or in which Volunteer may be included with others, to copyright the same in its name, to use, reuse, publish and republish the same in whole or in part, individually or in conjunction with other photographs and in conjunction with any printed matter, in any and all media now or hereafter known, and for any purpose whatsoever, for LERT for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration and to use Volunteer's name in connection therewith. The Undersigned on behalf of him/herself and Minor hereby releases and discharges the INDEMNIFIED PARTIES from any and all claims and demands arising or which might arise out of or in connection with the use of any such photographic material, including without limitation any and all claims for libel or invasion of privacy.

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. The undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of Minor and that Minor shall be bound by all the terms of this Agreement. The Undersigned understand and agree that if this Agreement is not signed on behalf of Minor, the Minor would not be permitted to participate in the ACTIVITY. This Agreement shall be binding upon Volunteer's assignees, sub contractors, distributors, heirs, next of kin, executors and personal representatives.

By signing this Agreement Undersigned represents that he/she is at least 18 years of age, and, if signing as the parent or guardian of the Minor, is the **legal** parent or guardian of the Minor. The Undersigned understand and agree that Volunteer would not be permitted to serve as a volunteer if this Agreement was not executed by or on behalf of Volunteer.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20_____.

Signature _____

Printed Name of Volunteer Signature of Volunteer _____ Volunteer's
date of birth _____ Address of Volunteer _____

Printed Name of Parent/Legal Guardian of Minor Volunteer Signature of Parent/Legal Guardian of Minor Volunteer
_____. Emergency Contact:

_____. (_____)
