

ELDORA MOUNTAIN RESORT – MOUNTAIN SPORTS RELEASE
SKI AND RIDE SCHOOL, WOODWARD ELDORA AND COMPETITION/RACE ACTIVITIES
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

“Adult” means the undersigned adult participant taking part in any Eldora Mountain Resort - Mountain Sports Activity, 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 (“Minor”) so that the minor will be permitted to participate in an Activity. “Undersigned” means the Adult and Minor collectively. The person actually taking part in the Activity is referred to herein as “Participant”. “Activity” means participation in any or all activities at Eldora Mountain Resort and any sponsored off site programs. An Activity includes but is not limited to skiing, snowboarding, free skiing, skiing and snowboarding competitions, races, race training, all Ski and Ride School programs, all Woodward Eldora programs, all Competition Department programs, instructional activities or events, other special events, demonstrations and performances, strength and endurance training, Parkour, on mountain air bag use, skateboarding, snow decks, mono-skis, snowblades, in-line skating, use of skateboards, scooters, longboards, parkboards, parkskis, snowbikes, mountain bikes used on or off snow, trampolines, slackline, tumbling, stunting, being spotted, use of foam boards, trampoline boards, trampoline skis, foam pits and air bags, ramps, rails, boxes, bowls, half-pipes, spotting rigs, skier/snowboarder extraction units, trampoline/ bungee, jumps, digglers, BMX and mountain bikes and/or any other uses of the venues, facilities, activities, or equipment of Eldora Mountain Resort (the “Resort”).

UNDERSIGNED AGREE THAT THIS AGREEMENT APPLIES FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2016-2017 SKI SEASON AND PRE AND POST SEASON TRAINING WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY THE RESORT’S AUTHORIZED REPRESENTATIVE.

Risks of Activity. Undersigned agree and understand that participating in the Activity is inherently dangerous, and Undersigned fully realize the dangers and risks of participating in the Activity, which dangers and risks include, without limitation, THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Colorado Ski Safety Act defines a “skier” as 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 snowbike, 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, and terrain parks. 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 AND MAY NOT RECOVER FROM ANY SKI AREA OPERATOR FOR ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING. In addition to the inherent dangers, OTHER DANGERS AND RISKS, including, without limitation, falls from heights and level surfaces both inside and outside facilities, drops, high elevation, marked and unmarked obstacles, avalanches and other moving snow, wildlife encounters, slick or uneven surfaces, objects and surfaces covered with ice and snow, falling trees and limbs, unstable ice and snow, rugged mountainous terrain, dehydration, overexertion, acts of other skiers, equipment malfunction, encounters with snowmobiles and/or other motor vehicles and equipment; lift loading, unloading, and riding; separation from instructors, coaches or groups; limited access to and/or delay of medical attention; mental distress from participation in the Activity; and negligence of others. Dangers and risks also include the decision-making and conduct of ski area operator employees, including, but not limited to, the risk that a coach, instructor, or counselor may misjudge participants abilities, conditioning, or misjudge weather, terrain, snow conditions, route selection, location, or some aspect of Participant’s mental, emotional, or physical condition that may make a certain portion of the Activity appropriate or inappropriate for Participant. Undersigned further understands that coaching or other supervised participation in an Activity does not in any way eliminate the dangers and risks of an Activity. **NOTWITHSTANDING THE FOREGOING, ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF PARTICIPATING IN AN ACTIVITY, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE ACT.**

Participant accepts the responsibility of maintaining control at all times while participating 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 Participant will obey those signs and warnings located on the property or at any facility or premises of the Resort and to obey instructions from Resort’s staff. Adult agrees and understands that Minor will be using ski lifts without a ski instructor, coach, Resort representative or other adult present. Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned understand that entering or skiing in a “CLOSED” area is illegal and more dangerous to Participant and others than skiing in open areas of the ski area. Undersigned understand that, although Participant may be wearing a helmet, a helmet cannot guarantee Participant’s safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer’s face, neck or spinal cord. **UNDERSIGNED FURTHER AGREES THAT ANY MINOR PARTICIPATING IN SKI SCHOOL PROGRAMS, ANYONE REGARDLESS OF AGE PARTICIPATING IN WOODWARD SKI/ RIDE AND SKATE BOARDING ACTIVITIES/FREE STYLE TERRAIN PARK PROGRAMS OR ANYONE PARTICIPATING IN A COMPETITION/RACE EVENT SHALL BE REQUIRED TO WEAR A HELMET APPROPRIATE FOR THE SPORT. VISITING PROFESSIONAL ATHLETES MAY ELECT TO NOT WEAR A HELMET UPON APPROVAL BY AN AUTHORIZED COMPANY REPRESENTATIVE.**

Undersigned agree to inspect all equipment, including rental skis, snowboards, and helmets, and facilities before use and ask questions of Resort employees if Participant does not fully understand how to use the equipment and facilities, undersigned accepts the foregoing in their “AS IS” condition. Adult understands that he/ she may not be available or present when the Minor’s Equipment is fitted and adjusted and hereby waives the opportunity to verify the binding settings and authorizes employees of the Resort, other than the technician performing the fitting and adjusting, to verify the binding settings. As a participant in the Activity, Participant may be involved in jumps, racing, boardercross, race training, competition, performance, demonstration, free style skiing or special event programs. Undersigned recognize, understand and agree that participation in such programs is more hazardous and dangerous than recreational skiing. The Undersigned further agree that as a participant in jumps, racing, competition, performance demonstration, free style or special event program, Participant is a competitor at all times, whether warming up, practicing for competition, free skiing or in competition. Participant agrees that, prior to any training, competition, event, or race, Participant shall always conduct a reasonable inspection of the training, competition, event or race course and make his/her own decision about whether to participate, given the conditions at the time and taking into account, without limitation, Participant’s skill level and experience in courses or venues of similar difficulty. Undersigned understand, agree and represent that Participant will always engage in reasonable inspection and decision-making pertaining to participation in any Activity. Undersigned freely **assume all risk of all course and venue conditions** including but not limited to course/ venue design, construction, layout, terrain, jumps, features and obstacles and course maintenance.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks and dangers associated with the Activity and the use of the Resort’s facilities generally and, as a condition to Participant engaging in any Activity and agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Powdr-Eldora Enterprises LLC, Powdr-Woodward PA LLC, the United States, and each of their insurance carriers, parent companies, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and Equipment manufacturers and distributors (collectively, the “Indemnified Parties”) that are based on, arise or result from, in

whole or in part, participation in any Activity; and (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by, on behalf of, against, or as a result of Undersigned.

Undersigned gives Resort or any third party authorized by Resort, including, without limitation, any sponsors of the Resort, permission to take and use photographs, video recordings, or movies of Participant taken during an Activity for any purpose in promoting the Resort or Resort activities in print, brochures, advertisements, films or videos and on broadcast presentations of any sort. Undersigned further agrees and provides permission for Woodward and Eldora to copy and retain any photos, video, voice, film, or any other digital media resulting from the Woodward Digital Media Programs.

Resort has the right to confiscate tickets or passes or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative, Participant acts inappropriately in any fashion. A ticket/pass is NOT TRANSFERABLE and CANNOT BE RESOLD. A ticket/pass may be confiscated with no re-issue, if in the sole judgment of a Resort representative; it is used in a fraudulent, reckless or dangerous manner. Reissued passes may be subject to a replacement fee. Undersigned acknowledge their affirmative duty to immediately notify Resort if Participant's ticket/pass is lost or stolen.

Adult warrants that Participant is physically capable of safely participating in the Activity and is in good health. For those participants involved in Ski and Ride/ Woodward programs Adult agrees there are no special needs of participant which has not been disclosed in writing to the Resort. Undersigned authorize the Indemnified 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. Adult consents to care given to Participant by an emergency care provider or under the instruction and direction of a licensed physician. Reasonable efforts will be made to contact Adult when care is undertaken for Minor. Undersigned agree that upon Participant's transport to any such medical facility, ambulance or hospital that the Indemnified Parties shall not have any further responsibility for Participant. Further, Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Indemnified Parties from any costs incurred therein.

In consideration for accessing the facilities of the Resort, ADULT agrees for him/herself and MINOR that **ALL** claims arising from or related to any Activity, including 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 of Boulder County, Colorado or in Federal Court for the State of Colorado. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.** 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. **WITHOUT PARENT OR GUARDIAN SIGNATURE PARTICIPANT, UNDER PENALTY OF FRAUD, REPRESENTS THAT HE/SHE IS AT LEAST 18 YEARS OF AGE. THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.**

The Undersigned understand and agrees that this Agreement shall apply to ALL MEMBERS OF THE SAME HOUSEHOLD HAVING THE SAME ADDRESS, (AS LISTED BELOW). Anyone not meeting this criteria must review and sign a separate Release Agreement. If signing this Agreement as the parent or guardian of a minor Holder. SIGNING ADULTS REPRESENT THAT THEY ARE A LEGAL PARENT OR GUARDIAN OF THE MINOR HOLDER(S). BY SIGNING THIS AGREEMENT WITHOUT A PARENT OR LEGAL GUARDIAN'S SIGNATURE, HOLDER, UNDER PENALTY OF FRAUD, REPRESENTS THAT HE/SHE IS AT LEAST 18 YEARS OF AGE.

This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. **UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Group/Team Affiliation (If Applicable) _____

➔ **Today's Date:** Month _____ Day _____ Year 20 _____

All Participant(s) – Must Have Same Address

Signature(s) - Parent/Legal Guardian OR Participant over 18

➔ _____ / ____ / ____
Print Name of Participant Date of Birth

Signature

➔ _____ / ____ / ____
Print Name of Participant Date of Birth

Signature

➔ _____ / ____ / ____
Print Name of Participant Date of Birth

Signature

➔ _____ / ____ / ____
Print Name of Participant Date of Birth

Signature

➔ **If Minor(s): Emergency Contact:** _____
Printed Name Telephone Name/Relation