

# ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

## Steamboat Springs Winter Sport Club 2017-2018

I understand that skiing, snowboarding, ski jumping, snow tubing, sledding, riding the Nordic screamer or alpine slide, biking, trampoline jumping, aerial and inverted jumping (including on-snow, water ramp and airbag jumping), cycling and mountain biking, dryland and conditioning training (including strength and conditioning activities with and without weights), and other recreational and competitive activities in their various forms, including without limitation, traveling to any such activities, sponsored or organized by or related to the Steamboat Springs Winter Sports Club, Inc. or its affiliates (hereinafter collectively referred to as "Activities") involve many **RISKS, DANGERS and HAZARDS**. Some of these risks, dangers and hazards are inherent, including changing weather conditions; snow conditions as they exist or may change, such as ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, and machine-made snow; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, extreme terrain, and trees, or other natural objects, and collisions with such natural objects; impact with lift towers, signs, posts, fences or enclosures, hydrants, water pipes, or other man-made structures and their components; variations in steepness or terrain; whether natural or as a result of slope design, snowmaking or grooming operations, including but not limited to roads, freestyle terrain, jumps, and catwalks or other terrain modifications; collisions with other skiers; and the failure of skiers to ski within their own abilities. The Activities also involve other risks, dangers and hazards beyond those that are inherent, including those created by avalanches, ungroomed deep powder, snowmobiles, ski lifts, snow grooming machinery, snowmaking equipment, altitude sickness, allergic reactions, motor vehicle accidents, equipment failure, and by the intentional or negligent acts or omissions of other participants, ski area operators, spectators, parents, volunteers, race personnel, coaches, athletes, and other people. Further, the SSWSC-Stevens Family Alpine Venue is designed to have and maintain an extremely firm surface that is unique from other runs at Steamboat Ski Resort and promotes and makes possible skiing at speeds not generally seen or allowed in other areas of Steamboat Ski Resort that are open to the general public. To use the venue safely a participant must have the experience, physical skills, training, dexterity and knowledge to safely ski on such surfaces under racing and race training conditions. Also, bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will release. In snowboarding, cross-country, telemark skiing, ski jumping, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during ordinary operation and I understand that binding settings may be adjusted from time to time by personnel of the Steamboat Springs Winter Sports Club ("SSWSC") for training and competition.

Notwithstanding these examples, there are many other risks, dangers and hazards not specifically mentioned. I know that the risk of injury and even death exists when I participate in the Activities and that the SSWSC cannot guarantee my safety.

In consideration of my participation in the Activities, and notwithstanding of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to the following:

1. Member freely and voluntarily accepts and assumes the risk, dangers and hazards involved in participating in the Activities.
2. Member unconditionally **WAIVES AND RELEASES** any claims or actions related to any loss, damage, expense, injury or death suffered by Member or any other person from or in connection with Member's participation in the Activities, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of any Operator. As used herein, the term "Operator" means SSWSC, The Foundation, Steamboat Springs Winter Sports Club, Tubing Steamboat, Inc., Community Slide, Inc., City of Steamboat Springs, Steamboat Ski & Resort Corporation, Intrawest US Holdings, Inc., Steamboat Ski Touring Center, US Forest Service, the United States Ski and Snowboard Association, Yampa Meadows LLC, High Plain Properties, LLC, Alpine Mountain Ranch & Club and Alpine Mountain Ranch & Club Owners Association, Marabou Home Owners Association, Inc., Bald Eagle Lake, LLC, Native Excavating Inc., National Interscholastic Cycling Association, USA Cycling Inc, any facility operators where such Activities occur, and all of their respective officers, directors, employees, coaches, members, managers, volunteers, contractors, representatives, and affiliates. Member also agrees to **DEFEND AND INDEMNIFY** the Operators from any third party claims asserted against any of the Operators resulting from Member's participation in the Activities.
3. Member hereby relieves Operators of any duty to protect member from harm in connection with any Activities including, without limitation, protection from any known or unknown allergens or allergic reactions. Member agrees to inspect any race course prior to competing in a race event.
4. Member authorizes Operators to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of Operators, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold harmless Operators of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Member's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.
5. Member agrees to abide by all rules, codes of conduct, policies and conditions for membership and participation in SSWSC and USSA. Failure to do so may result in suspension or expulsion from the programs. Member consents to and authorizes the use and reproduction, for any purposes and without consideration, of all photographs, video recordings, or movies taken of Member, and to use and sublicense for any purpose in promoting the SSWSC or related activities of the SSWSC in print, brochures, advertisements, films or videos and on broadcast presentations of any sort. Member authorizes Member's educational institution to release academic, athletic and disciplinary information directly to SSWSC.

6. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Colorado, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits must be maintained in state courts sitting in Routt County, Colorado, or federal district courts located in the District of Colorado, and Member consents and agrees that jurisdiction and venue for such proceedings shall be exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable to the fullest extent allowed by law.

**HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING AGREEMENT, MEMBER SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:**

Member's Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: (if over 18) \_\_\_\_\_

Date Signed: \_\_\_\_\_

**SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18**

The undersigned is executing this Assumption of Risk and Release of Liability on behalf of a minor (under 18 years of age) (the "Child"), and the following additional provisions shall apply:

- a. I am the parent and/or legal guardian of the Child and have authority to sign this document on the Child's behalf.
- b. My choice to sign this document is based upon a voluntary and informed decision.
- c. The Child is in good health and appropriate physical condition to participate in the Activities.
- d. I accept responsibility to ensure that the Child abides by this Assumption of Risk and Release of Liability and engages in the Activities in a safe manner.
- e. I agree to defend, indemnify and hold the Operators harmless from any and all liability, damage, cost or expense arising from claims, including claims based on negligence, brought by or on behalf of the Child or by any other party arising from or related to the Child's participation in the Activities, except those that a court determines were based upon the willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission of the Operator.
- f. I represent and warrant that the Child is in good health and capable of safely participating in SSWSC programs and the Activities
- g. I authorize the Operators and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for the Child or to transport Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon Child's transport to a facility or hospital that the Operators and their personnel shall not have any responsibility for the Child. I also consent to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician and give this consent to encourage physicians and Operators to exercise their best judgment in undertaking such Care. I agree on my own behalf and on behalf of the Child to pay all costs associated with such Care and related transportation provided for the Child and to indemnify and hold harmless the Operators from any resulting costs.
- h. I am signing this on my own behalf and on behalf of the Child, and acknowledge that both the Child and I will be bound by this Waiver, Release and Indemnity.
- i. I agree to abide by all codes of conduct, rules and directions of the SSWSC and USSA applicable to parents of members.

Printed Name of Child: \_\_\_\_\_

Printed Name of Parent\Guardian: \_\_\_\_\_

Signature of Parent\Guardian: \_\_\_\_\_

Printed Name of Parent\Guardian: \_\_\_\_\_

Signature of Parent\Guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**  
**READ CAREFULLY BEFORE SIGNING.**

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.**

**2017-2018 EVENT PARTICIPANT**

"Adult" means the undersigned adult participant taking part in an event ("Event"), being at least 18 years old, signing on behalf of himself/herself and, if applicable, as the parent or legal guardian, signing on behalf of the minor named below so that the minor will be permitted to participate in the Event. "Minor" means the minor participant named below. "Undersigned" means the Adult and Minor collectively. The person actually taking part in the Event activities is referred to herein as "Participant". Undersigned understand and agree that skiing, snowboarding, including skiing and snowboarding competitions (including but not limited to racing, aerial and freestyle competitions), special events, programs, demonstrations and performances, strength and endurance training and/or any other uses of the facilities, activities, or equipment (each hereinafter an "Activity" or collectively "Activities") of Steamboat and/or Winter Park Resort (collectively "Resorts"), or such other venue as may be utilized by the Resorts can be HAZARDOUS. The Undersigned understand and agree that Participant will not be permitted to take part in any Activity unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN AN ACTIVITY DURING THE 2017-2018 SKI SEASON, INCLUDING PRE AND POST SEASON, 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 RESORTS' AUTHORIZED REPRESENTATIVE.

Undersigned are advised, understand and agree 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 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 is considered a "skier" and, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain "inherent dangers and risks of skiing" as defined in the Colorado Ski Safety Act (the "Act"). **IN ADDITION, 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 SKIING, 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 assumes the responsibility of maintaining control at all times while skiing. 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 premise of the Resorts and to obey instructions from Resorts staff. Adult understands and agrees that Minor will be using ski lifts without a ski instructor, Resorts representative or other adult present. Undersigned understand and agree that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned assume the risks of riding the lifts and engaging in any Activity accessible from the lifts. Undersigned are advised that snowmobiles, snowmaking, snow-grooming and other equipment or vehicles may be encountered at any time and that Participant should be alert for and avoid such equipment. Undersigned understand and agree that the use of ski area facilities involves risks including, but not limited to, all of the risks mentioned above, as well as high elevation, marked and unmarked obstacles, wildlife encounters, falling trees and limbs, slick or uneven surfaces, surfaces covered with ice and snow, deep snow conditions and tree wells, unstable ice and snow including but not limited to snow slides and avalanches, rugged mountainous terrain, dehydration, overexertion, drowning and hypothermia, acts of other skiers and equipment malfunction. Undersigned also understand and agree that there are risks involved in decision-making and conduct of Resorts' employees involved with an Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resorts' personnel inside or outside of Resorts' boundaries and the risks associated with decisions made by Resort personnel to open and/or close terrain.

Undersigned understand and agree 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 agree to inspect all equipment before use and ask questions of Resorts' employees if Participant does not fully understand how to use the equipment. Undersigned accept for use "AS IS" any equipment Participant uses for an Activity and to return **immediately** for replacement or repair any equipment believed by Participant to be damaged or defective. Adult accepts full responsibility for the care of the equipment used for an Activity including rental and/or demo ski and snowboarding equipment and agrees that Adult will be responsible for the replacement at full retail value of any equipment damaged or not returned. Undersigned understand and agree 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 understand and agree that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will release. In snowboarding, cross-country, telemark skiing, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during ordinary operation.** Adult acknowledges on Adult's and Minor's behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in an Activity.

Undersigned recognize, understand and agree that participation in the Activities is more hazardous and dangerous than recreational skiing. The Undersigned further understand and agree that as a participant in the Activities, Participant is a competitor at all times, whether warming up, practicing for competition or in competition. Participant will always be provided an opportunity to 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 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. Undersigned understands that Participant may be utilizing a race venue where snow surfaces have been chemically or water treated to harden the surface and that there are heightened risks associated with utilizing such a course. Undersigned freely **assume all risk of all course conditions** including but not limited to, course design, course construction, course layout, course terrain, course jumps, features and obstacles and course maintenance. Participant may be involved in travel to and from an Activity or events over snow or ice covered roads in inclement weather and Undersigned accept such risks. Participant may also be entering into and using extreme or freestyle terrain that contains, but may not be limited to cliffs or drops, moguls, jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes,

snowcross, freestyle bumps and other constructed and natural features. **UNDERSIGNED UNDERSTAND AND AGREE THAT EVENTS INVOLVING HIGH SPEEDS, FREESTYLE TERRAIN, JUMPS, ON SNOW DEVICES AND/OR AERIALS ARE DESIGNED FOR SPECIALLY TRAINED AND EXPERIENCED RIDERS/SKIERS AND THAT PARTICIPATION IN SUCH EVENTS IS MORE HAZARDOUS AND DANGEROUS THAN ORDINARY RECREATIONAL SKIING AND, IN PARTICULAR, THAT BECOMING INVERTED DURING AN AERIAL OR INVERTED AERIAL MANEUVER SUBSTANTIALLY INCREASES THE RISK OF SERIOUS INJURY OR DEATH.** The Undersigned authorize Resort staff to tow Participant on the snow, on skis or a snowboard, or behind a snowmobile and Undersigned understand and agree that this is extremely **HAZARDOUS**. Participation in the Activity shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts. **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.**

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 facilities of Resorts generally and, as a condition to Participant engaging in any Activity agrees to (1) **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** to Participant resulting from participation in any Activity; (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS** against Steamboat Ski & Resort Corporation, Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrawest Resorts Holdings, Inc., the United States, Winter Park Village Company Master Association, Inc., and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and Equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (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 or on behalf of Undersigned.

Undersigned gives Resorts permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sublicense such material for any purpose in promoting the Resorts or related activities of the Resorts in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

The Resorts shall have 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: 1) acts in any manner that endangers or may endanger the safety of Participant or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; 4) engages in misconduct or creates a nuisance; 5) violates "Your Responsibility Code"; 6) skis recklessly (high speed, jumping or tucking, out of control or straight down a run outside of a competition venue) – when skiing Participant must avoid other skiers, trail groomers, maintenance vehicles or objects below them; 7) skiing on closed trails or in closed terrain; 8) is impaired from or uses alcohol or drugs, 9) uses abusive language (swearing or cursing); or 10) displays poor or unsafe etiquette including skiing at speeds higher than rest of traffic on a run. Some of these acts may also be prosecuted as a criminal offense. 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 representative of the Resorts, it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledge their affirmative duty to immediately notify the Resorts if Participant's ticket/pass is lost or stolen.

Undersigned warrant that Participant is in good health and capable of safely participating in the Activities. Adult authorizes the Indemnified Parties and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "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 agrees that upon Participant's transport to a facility or hospital that the Resorts and their personnel shall not have any further responsibility for Participant. Adult also consents to the Care given by an emergency caregiver 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 Care and related transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

In consideration for accessing the facilities of one or more Resorts, Adult agrees for him/herself and Minor that **ALL** claims arising from or related to any Activity, including for 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 residing where the alleged incident occurred or in Federal Court for the District 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. **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 ACTIVITY.** 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.**

Executed and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PRINT Name of Participant Birth Date Signature of Participant if 18 or older

\_\_\_\_\_  
PRINT Name of Parent/Legal Guardian of Minor Participant Signature of Parent/Legal Guardian of Minor Participant