

TELLURIDE ADAPTIVE SPORTS PROGRAM

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

2011-2012 Telluride Ski & Snowboard Season

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

1. The person who is participating in the Telluride Adaptive Sports Program ("TASP") at the Telluride Ski Area shall be referred to hereinafter as "Student". The "Undersigned" means only the Student when the Student is age 18 or older OR it means both the Student and the Student's parent or legal guardian when the Student is under the age of 18. The Undersigned agree and understand that taking part in TASP, skiing, snowboarding and using ski area facilities, including but not limited to the lifts, trails, terrain parks, or ski race facilities for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY DURING THE 2011-2012 SKI AND SNOWBOARD SEASON.**

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act ("Act") C.R.S. § 33-44-101 *et. seq.*

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; drills; exercises; free skiing; following the direction of the TASP instructor; terrain selection of the TASP instructor; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Student's improper use of equipment; Student's use of his/her own personal equipment; Student's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; falling, loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Student or another acting in a negligent manner that may cause and/or contribute to injury to Student or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Student's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Student's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Student assumes the responsibility of maintaining control at all times while engaging in the Activity. Student is responsible for reading, understanding and complying with all signage, and following all directives of TASP instructor, including instructions on use of lifts. Student assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Student may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for allowing the Student to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Telluride Adaptive Sports Program, TSG Ski & Golf, LLC, the United States, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Student, including death, which Student may suffer, arising in whole or in part out of Student's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Student'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.** By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Student's participation in the Activity.

7. The Undersigned also represent that Student is in good health and there are no special problems associated with Student's condition other than those specifically stated to TASP personnel at registration. The Undersigned: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Student; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Student or to transport the Student to a medical facility or

hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that upon Student's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Student; 4) agree to pay all costs associated with the medical care and related transportation provided for Student; and, 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

8. In the case of a minor Student, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Student, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student would not be permitted to participate in the Activity.

9. In consideration for allowing Student to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Student's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF SAN MIGUEL COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

10. By signing this Agreement without a parent or legal guardian's signature, Student, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Student, signing adults represent that they are a **legal** parent or guardian of the minor Student.

11. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM EXECUTION OF THIS AGREEMENT.**

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

MINOR PARTICIPANT (UNDER 18) INFORMATION

- *Requires signature of Parent or Legal Guardian Below*

TASP recommends the use of helmets for everyone. The Undersigned understand that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of safety. The Undersigned further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. **HELMETS ARE AVAILABLE FOR RENT/PURCHASE FOR ALL THROUGH TELLURIDE SPORTS.**

HELMET ACKNOWLEDGMENT:

OWNED/RENTED: USE DECLINED: _____

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. Date of Birth INITIALS

If helmet use is declined—TASP staff must initial here: _____

ADULT INFORMATION (OR PARENT/GUARDIAN INFO)

X

ADULT PARTICIPANT #1 / PARENT/GUARDIAN (LAST NAME, FIRST NAME) SIGNATURE DATE

ADDRESS – Street Address/Mailing Address City, State Zip Code

EMERGENCY CONTACT RELATION PHONE NUMBER

E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)