

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT****(the "Agreement")****BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.****PLEASE READ CAREFULLY!**

<b>Name</b>	Last		First		Initial
<b>Address</b>	Street (Inc. Apt #)				
	City		Province/State		Postal/Zip Code
<b>Birthdate</b>	Day	Month	Year	Phone #.:	
<b>Parent/Guardian Name (if Participant is under 18)</b>	Last			First	

"Activity" or "Activities" means skiing, snowboarding, tubing, snowshoeing, skating, ski/ride school, using Equipment, rental or repair or other shop services and/or any other uses of the area, facilities, activities, equipment or services of a Resort.

"Equipment" means any and all items that are available for rental from a Resort, including, but not limited to, skis, snowboards, boots, poles, bindings, helmets, apparel, goggles, ski bikes, other snow sliding gear, snowshoes, ice skates, and any and all other items rented by me for use in connection with any of the Activities.

"Participant(s)" means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including minor participants. As used herein, "I", "me", "my" and similar pronouns refer to each and every Participant.

"Resort" means the ski area(s) and resort(s) from which I am renting Equipment.

I UNDERSTAND AND AGREE THAT USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITIES IS **HAZARDOUS**, THAT **INJURIES AND EVEN DEATH ARE INHERENT RISKS** OF SUCH PARTICIPATION AND **FREELY ACCEPT AND ASSUME ANY AND ALL RISKS** OF INJURY OR DEATH, TO ME OR PARTICIPANTS, THAT MAY RESULT WHILE USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITIES I UNDERSTAND AND AGREE THAT **THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY PARTICIPANTS AND SIGNED BY AN AUTHORIZED SIGNATORY OF A RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY PARTICIPANT ENGAGES IN AN ACTIVITY AT A RESORT WITHOUT REQUIRING ME OR A PARTICIPANT TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, EACH SEASON AND/OR EACH ACTIVITY.**

I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME OR A PARTICIPANT ONLINE, IN-PERSON, OR OTHERWISE TO RESORT, RESORT RENTAL SHOP TECHNICIANS, AND RESORT SKI/BOARD SCHOOL PERSONNEL WILL BE OR IS ACCURATE AND COMPLETE, INCLUDING BUT NOT LIMITED TO HEIGHT, WEIGHT, AGE AND SKIER CLASSIFICATION. I AGREE THAT IT IS MY RESPONSIBILITY TO INFORM RESORT, RESORT RENTAL SHOP TECHNICIANS, AND RESORT SKI/BOARD SCHOOL PERSONNEL OF ANY CHANGES TO MY OR PARTICIPANT'S INFORMATION PRIOR TO RENTING OR USING EQUIPMENT.

I accept for use "**AS IS**" and without any warranty express or implied, all Equipment purchased or rented for an Activity and to return either before use or promptly after discovery for replacement, repair or service any Equipment I have reason to believe to be damaged or defective. I understand that bindings may not release, or may release, in all situations where release, or non-release, may prevent injury and therefore the bindings cannot guarantee my safety. I understand that undesired release or non-release are inherent risks of using the binding system. In snowboarding, cross-country, telemark skiing, snowshoeing, snowblading, ski boarding with skiboards or any other Equipment not equipped with release bindings, the binding system may not be designed to, and therefore will not ordinarily, release during use. I acknowledge that there may be increased risk of injury or death to me as a result of my own personal preference for binding setting, particularly in view of the inherent and other risks of the sport of skiing. I understand that I may not be present when my, or minor Participant's Equipment is fitted and adjusted. I authorize employees of the Resorts to select helmet size and fit and binding settings based on the information I or another Participant has provided, and hereby waive, for myself and all other Participants, the opportunity to verify helmet size and fit and binding settings. I fully understand that, although I may be wearing a helmet, a helmet cannot guarantee my 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. I accept full responsibility for the care of the Equipment and agree to be responsible for the replacement at full retail value of any Equipment damaged or not returned.

By signing this Agreement, I, on behalf of myself and all other Participants, acknowledge the risks and dangers associated with use of the Equipment and participation in the Activities and, as a condition to being allowed to rent the Equipment and participate in any Activities agree to **(1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** while using the Equipment and while participating in any Activity; **(2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS** against any of the Resorts, the United States Department of Agriculture Forest Service, the City and County of Denver, CO, Winter Park Recreational Association, Blue Mountain Ski Club (1940), Inc., any of the Resorts, Alterra Mountain Company, IKON Pass, Inc., any Activity sponsors and Equipment manufacturers and distributors, Equipment rental shop or rental shop technician, and any of the foregoing's owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents, assignees, insurers (hereinafter, collectively, "Released Parties" and each a "Released Party") that are based on, arise or result from, in whole or in part, (i) any misrepresentation, breach or fraudulent execution in or of this Agreement or on my Equipment rental form, (ii) any Released Party's **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario, Alberta, or British Columbia, any duty of care owed under the **Occupiers Liability Act** and (iii) use of the Equipment and participation in any of the Activities; **(3) INDEMNIFY, DEFEND AND HOLD THE RELEASED 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 me or any of the Participants, or caused to others or their property by me or by Participants, or brought by me or by Participants. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending any investigation, claim or suit brought by me or any Participant, or on his, her, or my behalf. I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I agree to **PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties from and against any and all claims brought by or on behalf of the minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.

I agree that **ALL** claims arising from or related to the Equipment or any Activity, including for injury to person or property and/or death, and this Agreement, shall be **GOVERNED BY THE LAW OF THE STATE** if in the United States, or **PROVINCE in Canada, as applicable, where the alleged incident occurred**, without regard to any conflicts of law principles, and that **EXCLUSIVE JURISDICTION** in the United States shall be in the local State Court or Federal Court residing where an alleged incident occurred, and if in Canada, the relevant court in the Province where an alleged incident occurred. I **VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

This Agreement is a **legally binding contract** enforceable to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my and each Participant's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. I further understand that by doing so I am agreeing to **PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties from and against any and all claims brought by or on behalf of any Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.

**WHEN YOU SKI IN COLORADO, THE FOLLOWING SHALL APPLY:**

I 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 "CO Act"). **IN ADDITION I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, ON BEHALF OF MYSELF AND, IF APPLICABLE, ON BEHALF OF THE OTHER PARTICIPANTS, I AND THEY ARE VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND ARE WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE CO ACT.**

**WHEN YOU PARTICIPATE IN AN ACTIVITY IN CALIFORNIA, THE FOLLOWING SHALL APPLY:**

This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Participants expressly waive all rights under section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially

affected his or her settlement with the debtor or released party. I also agree that any action under this Agreement shall be governed by California law, with exclusive jurisdiction in the Superior Court of the County where the alleged incident occurred.

**WHEN YOU SKI IN QUEBEC, THE FOLLOWING SHALL APPLY:**

I agree that I and each Participant will comply with the Mountain Code of Conduct and all other regulations and safety rules enforced by the Resort. I hereby waive my right to terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec. I and each Participant agrees to this Agreement's terms and conditions as drafted in the English language. *Je consens à ce que cette entente soit rédigée en anglais.*

**I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.** BY CLICKING "I AGREE" OR SIGNING BELOW, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER PARTICIPANTS NAMED IN THIS AGREEMENT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of participant  _____
Signature of parent/guardian (if participant is under 18 yrs.)

Witness Signature
Witness Name (please print clearly)