2009-2010 ELDORA MOUNTAIN RESORT ADULT AND CHILD RACING
ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

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

The adult or child who is participating in the Ski/Snowboard Race, named the AGE CLASS RACE at ELDORA MOUNTAIN RESORT shall be referred to hereinafter as "PARTICIPANT". "ADULT" means either the adult PARTICIPANT signing this release on behalf of himself/herself **OR** it means the parent or legal guardian signing this release on behalf of himself/herself as well as on behalf of the child PARTICIPANT. "CHILD" means the minor child named below. "THE UNDERSIGNED" means only the ADULT when the ADULT is the PARTICIPANT **OR** it means both the ADULT and CHILD when the CHILD is the PARTICIPANT. THE UNDERSIGNED agree and understand that participation in skiing, snowboarding, race training, competition and/or using ski area facilities, including the lifts, for any purposes (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

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 following **WARNING** concerning the dangers and risks of skiing and understand that the PARTICIPANT, as a "skier" under Colorado law, **ASSUMES THE FOLLOWING RISKS:**

WARNING

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, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

THE UNDERSIGNED further agree and understand that risks associated with the ACTIVITY, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles; rugged mountainous terrain; slick or uneven riding and walking surfaces, surfaces covered with ice and snow; strenuous activity; high altitude; running courses, other training on and off snow, drills and exercises; and free skiing. PARTICIPANT understands and acknowledges he/she has been informed and understands all rules and regulations of participation in the ACTIVITY. Pursuant to Colorado law, PARTICIPANT assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions on the use of the lifts. PARTICIPANT recognizes that he/she must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. The undersigned ADULT also understands and agrees that the CHILD may use **SKI LIFTS WITHOUT AN ADULT PRESENT**. **THE CHILD MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.** PARTICIPANT understands that snowmobiles, snowmaking, snow-grooming and ACTIVITY preparation equipment may be encountered at any time. PARTICIPANT recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY.

THE UNDERSIGNED agree with the premise that the PARTICIPANT is a competitor at all times, whether practicing for competition or in competition. PARTICIPANT understands that he/she has the opportunity to inspect the ski/snowboard training course and/or competition course prior to participating in the ACTIVITY and that **he/she assumes the risk of all course conditions**, including but not limited to course construction or layout and obstacles. **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY OR VOLUNTARILY CHOOSES TO ALLOW CHILD TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, ADULT hereby agrees to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, ADULT agrees to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY,** ELDORA MOUNTAIN RESORT LIMITED LIABILITY COMPANY, U.S. FOREST SERVICE/USDA, its affiliated organizations and companies, the United States, and their insurance carriers, their respective agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") from **ANY AND ALL LIABILITY** and/or claims of ADULT arising from injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, **including those injuries and damages caused by any**

RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY. By execution of this release, ADULT **AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY from any and all claims of the ADULT and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

ADULT understands and agrees that **at the scheduled end time for coaching, the PARTICIPANT is no longer considered a participant in the racing team program, and if applicable, that ADULT is responsible for picking up their minor CHILD at the allocated time.** ELDORA MOUNTAIN RESORT is not responsible for accidents that may occur after the completion of training

The ADULT represents that the PARTICIPANT is in good health and there are no special problems associated with his/her care. ADULT authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the 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 any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, ADULT **agrees to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom**.

THE UNDERSIGNED agree and understand that this release is applicable to each and every day the PARTICIPANT participates in the ACTIVITY for the 2009-2010 ski season.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the ski area facilities, ADULT agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO**.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. If applicable, the undersigned ADULT acknowledges that he/she is also signing this release on behalf of the CHILD and that the CHILD shall be bound by all the terms of this release. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

By signing this agreement as an ADULT, you represent that you are at least 18 years of age, and, if signing as the parent or guardian of the CHILD, that you are the **legal** parent or guardian of the CHILD.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2	Date

Emergency Contact: _____ ( ) _____
NAME/RELATION TELEPHONE