

2010-2011 ELDORA MOUNTAIN RESORT SEASON PASS TERMS AND CONDITIONS, AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT – **MINOR (Under 18)**

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

“Parent” means the undersigned parent or legal guardian (being at least 18 years old) signing on behalf of the minor child named below. “Holder” means the Parent’s minor child named below. Parent and Holder understand and agree that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the “Activity”) can be **HAZARDOUS AND PRESENTS A DANGER TO HOLDER.**

Parent and Holder understand the following paragraph applies whenever using a ski area in Colorado, and represents a summary of the inherent risks of skiing:

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, cliffs, extreme terrain, jumps and freestyle terrain ; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

Parent and Holder acknowledge that falls and collisions occur and injuries may result from engaging in the Activity. Pursuant to the law, Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Parent and Holder are advised that a person using any of the facilities of the ski area is considered a skier, subject to the inherent risks of the sport. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Parent and Holder understand that Holder must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Parent and Holder are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time. Parent and Holder understand that the use of the ski area facilities involves risks including but not limited to: all of the risks mentioned above, high elevation, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow and rugged mountainous terrain.

In consideration of allowing Holder to use the ski area facilities, Parent and Holder agree to **ASSUME ALL RISKS** associated with the Activity and Parent agrees to hold harmless, release, defend and indemnify Eldora Mountain Resort, and its agents, employees, representatives, assignees, directors, officers, owners, members of Eldora Enterprises LLC, and the United States Department of Agriculture (U. S. Forest Service) (each hereinafter a “Released Party”) from any and all liabilities and/or claims of Parent arising from injury or death to persons or damage to property arising from Holder’s engagement in the Activity, including those injuries and damages caused by the ski area operator’s or any other Released Party’s alleged or actual: 1) negligence or 2) breach of any express or implied warranty.

By execution of this Release, the undersigned Parent agrees to indemnify each Released Party for any injuries to the Holder or to other person(s) or property that Holder may cause as a result of engaging in the Activity.

In consideration of using the ski area facilities, **PARENT AND HOLDER AGREE** that **ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the appropriate state court or Federal Court for Colorado.

Parent and Holder understand that entering or skiing in a “CLOSED” area is illegal. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where in the sole judgment of its representative the Holder: 1) acts in any manner that endangers or may endanger the safety of Holder or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is **NOT TRANSFERABLE, NON-REFUNDABLE, and CANNOT BE RESOLD.** The pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator, it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. Parent and Holder acknowledge their affirmative duty to immediately notify the ski area operator if Holder’s pass is lost or stolen.

Eldora Season Passes are **NOT REFUNDABLE** under any circumstances, and we **do not offer carry over credits.** Optional SkierGuard Insurance can protect you against loss of pass use due to unexpected injury or illness. SkierGuard Insurance costs 6% of your pass price. For more information log on to www.skierguard.com, or call 800-624-0039. SkierGuard is not affiliated with Eldora Mountain Resort.
I HAVE BEEN ADVISED THAT OPTIONAL INSURANCE IS AVAILABLE TO PROTECT MY SEASON PASS INVESTMENT. _____(INIT.)

This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned Parent or legal guardian acknowledges that he/she is signing this Release on behalf of the Holder, who is a minor and that Holder is bound by all the terms of this Release. This Release shall be binding upon Parent’s and Holder’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

PRINTED Name of Pass Holder Date of Birth

PRINTED Name of Parent

SIGNATURE OF PARENT DATE

ELDORA MOUNTAIN RESORT PASSES ARE NON-REFUNDABLE, NON-TRANSFERABLE, AND CANNOT BE RESOLD.