

## ELDORA MOUNTAIN RESORT - SNOWSPORTS SCHOOL RELEASE

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

1. The adult or child who is participating in Ski School 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 ski school, skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

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 following **WARNING** concerning the dangers and risks of skiing and understand that the STUDENT, 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; cliffs, jumps, extreme terrain, 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.**

3. 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, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain, strenuous activity, high altitude, drills, exercises, and free skiing. Pursuant to Colorado law, the STUDENT assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. The STUDENT is responsible for reading, understanding and complying with all signage, directions, including instruction on use of the lifts. THE UNDERSIGNED recognize that the STUDENT must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. The STUDENT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. The UNDERSIGNED also understand and agree that the STUDENT, even if a minor, may use **SKI LIFTS WITHOUT A SKI SCHOOL INSTRUCTOR OR OTHER ADULT PRESENT. STUDENT MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.** THE UNDERSIGNED understand that snowmobiles, snowmaking and snow-grooming equipment may be encountered at any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY.

4. In consideration for allowing the STUDENT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the STUDENT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Eldora Enterprises, LLC., Eldora Enterprises Ltd., LLC.; both d/b/a Eldora Mountain Resort, its affiliated organizations and companies, the United States, and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the STUDENT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.** By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any Released Party and agree they are **releasing any right to make a claim or file a lawsuit** against any Released Party. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising in whole or in part from the PARTICIPANT'S participation in the ACTIVITY.

5. Eldora Mountain Resort recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the STUDENT, but are in no way a guarantee of safety. THE UNDERSIGNED 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.

6. THE UNDERSIGNED understand and agree that **at the scheduled end time for a ski school lesson, the STUDENT is no longer considered a student**, and, if applicable, that parent or legal guardian is responsible for picking up their minor STUDENT at the allocated time. Eldora Mountain Resort is not responsible for accidents that may occur after the completion of the lesson.

7. THE UNDERSIGNED represent that the STUDENT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED 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. THE UNDERSIGNED agree that upon the STUDENT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the STUDENT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the STUDENT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising there from.**

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

9. In consideration for allowing the STUDENT to participate in the ACTIVITY and for using the ski area facilities, 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 in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.** 10. In the case of a minor STUDENT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardians agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

10. By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT. 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. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

**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 STUDENT

\_\_\_\_\_  
Signature of STUDENT

\_\_\_\_\_  
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:

\_\_\_\_\_

Telephone: (\_\_\_\_)\_\_\_\_\_