

# 2017-2018 DGS Ski and Snowboard Club

December 8, February 23

This winter, the Denver Green School will provide students with the opportunity to learn and to enjoy skiing or snowboarding! Loveland Ski Area requires our numbers in advance, so we cannot accept registrations the week of the trip. Sign up at least **two weeks before the trip date** to receive early bird pricing! Thank you for your cooperation and we look forward to taking your children to the slopes!

## **Date and Schedule**

The DGS Ski and Snowboard Club will travel to Loveland Ski Area two Fridays this winter. The dates are December 8 and February 23. Students may attend just one or both trips.

Below is our daily schedule. Times are subject to change depending on traffic and weather conditions.

7:45	Arrive at school. Check in with classroom teacher, then meet in gym.
8:15	Depart from DGS.
10-3:30	Lessons and lunch at Loveland.
5:15	Return to DGS for parent pick up

## **Transportation**

Parents are responsible for their child's transportation to and from school. Students attending Ski and Snowboard Club must be picked up at 5:15pm from the school.

An Arrow Stage Lines coach bus will transport students between DGS and Loveland.

## **Supervision/Chaperones**

Students will be placed into chaperone groups based on their lesson group. Upon arrival at Loveland, chaperones will help students get geared up and then escort their groups to their Loveland instructor. There will be chaperones and DGS staff members posted in the lodge and floating around the lifts to check on groups.

If you would like to be a chaperone, please indicate which days you can commit to on the registration form. Chaperones interested in skiing with the children, as opposed to staying in the lodge or at the lifts, will be able to purchase a discounted group rate lift ticket for \$50.

## **Food**

Loveland will provide lunch for all students that are in lessons (option A below). However, you are welcome to bring your own lunch and are encouraged to bring a snack.

## Payment

There are two packages this year. If you don't qualify for option B, you must sign up for option A.

<b>Option A:</b> Kindergarten-8th graders of all abilities.	<b>Option B:</b> Expert 6th-8th graders only You must: -Be in 6-8th grade -Be an expert rider who is comfortable on blue squares and starting some black diamonds -Have your own equipment -Bring your own lunch
<b>Includes:</b> Transportation Lift Ticket Lesson Lunch Equipment Rental (skis/board, boots, helmet, goggles)	<b>Includes:</b> Transportation Lift ticket You will be on the mountain with Mr. Parker or Mr. Leventhal.
<b>Cost:</b> Early bird (2 weeks early): \$115/day Late registration (1 week early): \$125/day	<b>Cost:</b> Early bird (2 weeks early): \$50/day Late registration (1 week early): \$60/day

## Registration Steps

Sign up at least two weeks before the trip date to receive early bird pricing.

1. Register online at <http://tinyurl.com/DGSski20172018>.
2. Turn in **both Loveland waivers** (attached) to the main office.
3. Turn in **cash/check** to the main office.  
\*If you plan to attend both trips, please register for both at once. You may write separate checks and post date them if you would like.

Contact Greg Parker with questions. (720) 424-7494 - [gregory\\_parker@denvergreenschool.org](mailto:gregory_parker@denvergreenschool.org)

**LOVELAND SKI AREA**

**SKI SCHOOL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, and INDEMNIFICATION AGREEMENT  
PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person 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. 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 (hereinafter "Act").

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 instructor; terrain selection of the 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; 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.

THE UNDERSIGNED agree and understand that 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 and 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.

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** Loveland Ski Area/Clear Creek Ski Corp., its affiliated organizations and companies, the United States, and each of 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.**

THE UNDERSIGNED take full responsibility for any injury or loss to STUDENT, including death, which STUDENT may suffer, arising in whole or in part out of the ACTIVITY. 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 STUDENT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

LOVELAND SKI AREA recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of the ACTIVITY.

**HELMET ACKNOWLEDGEMENT:**      **Helmet Owned**       **Helmet Rented From Ski School**       **Helmet Use DECLINED:** \_\_\_\_\_ (Please Initial)

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, the parent or legal guardian is responsible for picking up their minor STUDENT at the allocated time. Loveland Ski Area is not responsible for accidents that may occur after the completion of the lesson.

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 for any costs incurred therein, or any claims arising therefrom.** THE UNDERSIGNED agree and understand that this release is applicable to each and every day the STUDENT participates in the ACTIVITY for the entire ski season. 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.**

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 STUDENT and that the minor STUDENT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor STUDENT, 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 guardian agree that but for the foregoing, the minor STUDENT would not be permitted to participate in the ACTIVITY.

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.

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.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS.**

**I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of STUDENT

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

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 RENTER

Signature of RENTER

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Technician's Signature

Date

**EQUIPMENT RENTAL WARNING, 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.**

1. The person who is using the equipment rented from Clear Creek Ski Corp., Loveland Ski Area shall be referred to hereinafter as "RENTER". "THE UNDERSIGNED" means only the RENTER when the RENTER is age 18 or older OR it means both the RENTER and the RENTER's parents or legal guardians when the RENTER is under the age of 18. THE UNDERSIGNED agree and understand that skiing, snowboarding, snowshoeing, skiboarding 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 agree to accept for use the equipment listed on this form "as is" and WITH NO WARRANTIES, express or implied. THE UNDERSIGNED accept full responsibility for the care of the equipment during the rental period and will be responsible for the replacement at full retail value as determined by the shop of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, THE UNDERSIGNED shall be held responsible for late fees and Loveland Ski Area shall have the right to charge THE UNDERSIGNED's credit card for those late fees at the full rental value of any additional time and/or days.

3. THE UNDERSIGNED represent that no misrepresentations have been made to LOVELAND RENTAL SHOP in regards to the height, weight, age, stance and/or skier type listed on this form. THE UNDERSIGNED further agree that the person listed on this form will be the only person using the equipment. THE UNDERSIGNED understand that a leash or other runaway prevention system must be used with all skis and snowboards at all times, including while riding lifts and while carrying snowboards on or near a slope.

4. THE UNDERSIGNED understand that the binding system cannot guarantee the RENTER's safety. In downhill skiing, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will or will not release or retain. THE UNDERSIGNED further agree and understand that the downhill ski binding system **REDUCES, BUT DOES NOT ELIMINATE THE RISK OF ANY TYPE OF INJURY TO RENTER.** THE UNDERSIGNED understand and agree that lower settings on my bindings will increase releasability but also increase the risk due to inadvertent release, that higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing. THE UNDERSIGNED understands that in snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will **not** ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation. THE UNDERSIGNED acknowledge and agree to assume and accept any and all known and unknown risks of injury to RENTER while using this equipment.

5. THE UNDERSIGNED 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; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.**

6. THE UNDERSIGNED are advised that a person using any of the facilities of a ski area is considered a skier. THE UNDERSIGNED acknowledge and understand that a skier **ASSUMES THE RISKS of the inherent dangers and risks of skiing.** THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. THE UNDERSIGNED hereby **VOLUNTARILY ASSUME ALL RISKS** associated with the RENTER's participation in the ACTIVITY and use of this equipment.

7. Additionally, THE UNDERSIGNED **HEREBY AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Loveland Rental Shop, the equipment manufacturers and distributors, their successors in interest, their affiliated organizations and companies, and each of 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 RENTER's use of this equipment, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH of any express or implied WARRANTY.**

8. THE UNDERSIGNED take full responsibility for any injury or loss to RENTER, including death, which RENTER may suffer, arising in whole or in part out of the ACTIVITY. 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 RENTER's use of this equipment and/or RENTER's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

9. THE UNDERSIGNED understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of any activity in which a helmet may be used.

10. THE UNDERSIGNED agree that RENTER will not use any of the equipment listed on this form until RENTER has received instruction on its use and RENTER fully understands the equipment's use and function. THE UNDERSIGNED agree to verify that the visually indicated settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form. If THE UNDERSIGNED feel the equipment is not functioning properly, RENTER will stop using it immediately and return it for inspection and possible repair or adjustment.

11. In consideration for the use of the equipment, THE UNDERSIGNED **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the RENTER's use of this equipment 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.**

12. In the case of a minor RENTER, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor RENTER and that the minor RENTER shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor RENTER, 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 guardian agree that but for the foregoing, the minor RENTER would not be permitted to rent equipment from Clear Creek Ski Corp., Loveland Ski Area.

13. By signing this agreement without a parent or guardian's signature, the RENTER represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor RENTER, you represent that you are the legal parent or guardian of the minor RENTER.

14. 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.**