

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