

## POWDERHORN RESORT CHILDREN'S LEARNING CENTER

### **CHILDREN'S CENTER WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT** **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The child participating in the Children's Center Program shall be referred to hereinafter as "Child". The "Undersigned" means only the Child when the Child is age 18 or older OR it means both the Child and the Child's parent or legal guardian when the Child is under the age of 18. "Released Parties" mean Powderhorn Ski Company LLC or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders; and the U.S. Forrest Service. The "Activity" means taking part in the Children's Center Program, skiing, snowboarding and using the ski area facilities, including the lifts, for any purpose.

**2. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: terrain selection; supervision; falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features and elements; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

**3. Duties of Child.** The Child assumes the responsibility of maintaining control at all times while engaging in the Activity. Child is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Child must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Child acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Child assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Child may use the ski lifts without an adult present. Child acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Child understands that entering or skiing in a "CLOSED" area is illegal.

**4. Release, Indemnification, and Assumption of Risk.** In consideration of the Child being permitted to participate in the activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Child's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Child's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Child's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR CHILD TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**5. Minor Acknowledgment.** In the case of a minor Child, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Child, 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 Child, signing adults represent that they are a legal parent or guardian of the minor Child.

