

**POWDERHORN MOUNTAIN RESORT
SKI AND RIDE (INCLUDING CHILDREN'S LEARNING CENTER)**

SKI & RIDE 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 person who is participating in Ski and Ride (ski school) and/or the Children's Learning Center (CLC) 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. "Released Parties" means Powderhorn Pacific DBA: Powderhorn Mountain Resort, Pacific Group Resorts Inc, Powderhorn Partners LLC, Powderhorn Ski Company, Powderhorn Holdings LLC, and its 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 ski school, CLC, skiing, snowboarding, and using the using the equipment, facilities, buildings, parking lots, grounds, slopes, trails, or lifts of Released Parties 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: 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 elements and features; 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 Student. The Student assumes the responsibility of maintaining control at all times while engaging in the Activity. Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Student acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Student assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Student may use the ski lifts without an adult present. Student acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Student understands that entering or skiing in a "CLOSED" area is illegal.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Student 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 Student's participation in the Activity, including, but not limited to claims of negligence, negligence per se, 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, Student's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Student'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 STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Minor Acknowledgment. In the case of a minor Student, 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, 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.

6. **Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Student or to transport Student to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. **Miscellaneous.** The Undersigned further agree and understand: (a) Student will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Mesa County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) 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 intent of the Undersigneds that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

8. **Photo Release.** The Undersigned hereby grants Released Parties the absolute and irrevocable worldwide right, license and permission, without any additional cost, to use Holder's name, likeness, image, voice, and audio footage or film (collectively referred to as "Media") obtained during Holder's participation in the Activity. The Undersigned hereby agrees that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Holder's image so obtained shall be owned exclusively by Released Parties. Undersigned understands and agrees that as owner of any such Media, Released Parties shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned releases Released Parties from any and all claims and demands arising out of or in connection with the use of such Media.

THE UNDERSIGNED AGREE AND UNDERSTAND THAT THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE 2018-2019 SEASON.

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 LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant Birth Date of Participant Signature of Participant if over 18 Date

Additional Family Members:

Printed Name of Participant Birth Date Signature of Participant if 18 or above Date

Printed Name of Participant Birth Date Signature of Participant if 18 or above Date

Printed Name of Pass Holder Birth Date Signature of Participant if 18 or above Date

Printed Name of Participant Birth Date Signature of Participant if 18 or above Date

Printed Name of Participant Birth Date Signature of Participant if 18 or above Date

Printed Name of Parent/Legal Guardian (for above Additional Participant's under 18) Signature of Parent/Legal Guardian Date

Address _____ Email _____

City, State Zip _____ Telephone _____

Emergency Contact Printed Name _____ Emergency Contact Telephone _____

Sign and return to Powderhorn Mountain Resort
PO Box 250, Mesa, CO 81643
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