

Arapahoe Basin Ski Area

SKI SCHOOL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. 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 AND/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 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").

3. 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.

4. Pursuant to Colorado law, 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 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. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious 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 ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for allowing the Student to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** DUNDEE RESORT DEVELOPMENT, LLC DBA ARAPAHOE BASIN SKI AREA or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Student, including death, which Student may suffer, arising in whole or in part out of Student's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party**. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Student's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY**.

7. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Student's participation in the Activity.

8. **Arapahoe Basin** 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.

HELMET ACKNOWLEDGEMENT:

Helmet Owned _____ Helmet Rented From Ski School _____ Helmet Use DECLINED:

(Please Initial)

9. 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. **Arapahoe Basin** is not responsible for accidents that may occur after the completion of the lesson.

10. 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**.

11. THE UNDERSIGNED agree and understand that this release is applicable to each and every day the STUDENT participates in the ACTIVITY for the 2007-2008 ski season.

12. In consideration for allowing Student to participate in the Activity, 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 the **DISTRICT COURT OF SUMMIT COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO**.

13. 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 Student, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor

