

**Purgatory Recreation I, LLC d.b.a. Purgatory Resort
Hesperus Recreation I, LLC**

**ADAPTIVE SPORTS PARTICIPANTS 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 the Adaptive Sports Program 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** and that those hazards and risks are **INCREASED AS AN ADAPTIVE STUDENT**.

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; drones or other aerial viewing equipment which may be encountered at any time; 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 or loading and unloading lifts; 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. As an **Adaptive Student**, Student may have physical, emotional or other challenges related to the Activity and the Adaptive Student may be **partially or wholly** under the **supervision and control** of the persons assisting the Student and, therefore, **THE RISKS AND DANGERS** are much **GREATER FOR AN ADAPTIVE STUDENT**. Being an Adaptive Student **DOES NOT CHANGE** the duties of the Undersigned under **COLORADO LAW**. Student assumes the risks of riding the lifts and engaging in activities accessible from the lifts and of **INSURING THAT PERSONS ASSISTING** the Student comply with all of the above **RESPONSIBILITIES**. 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 FULLY RELEASE and AGREE NOT TO SUE** Purgatory Recreation I, LLC d.b.a. Purgatory Resort, Hesperus Recreation I, LLC or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders and the United States, (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to the Undersigned, 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, VIOLATION OF the ACT 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, any **MINOR** and/or a third party, including the Adaptive Sports Association, arising in whole or in part from Student's participation in the Activity or from the Undersigned's violation of this Agreement in any way, including making or filing any claim or legal action.

8. 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 LA PLATA COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO** sitting **EXCLUSIVELY** in **DURANGO, COLORADO**.

9. 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 otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student would not be permitted to participate in the Activity.

10. 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.

11. 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.

12. The Undersigned gives **FULL PERMISSION** for Purgatory Recreation I, LLC d.b.a. Purgatory Resort or Hesperus Recreation I, LLC to use **ANY AUDIO OR VISUAL MATERIALS** of Undersigned or minor taken at Purgatory Resort or Hesperus Ski Area and by signing below, Undersigned release the use of any audio or visual materials taken, or on file, and for any uses by **PURGATORY RESORT** or **HESPERUS SKI AREA** of myself or the minor for whom I am signing. I understand that all said images and sound recordings shall constitute the property of **PURGATORY RESORT**, solely and completely.

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 #1

Signature of Parent/Legal Guardian #1

Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2

Date

Emergency Contact: _____
Printed Name Telephone NAME/RELATION