

**RELEASE AND INDEMNIFICATION AGREEMENT
FOR VOLUNTEER ACTIVITIES**

1. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: In consideration of being permitted to perform the volunteer activities for Adaptive Sports Association at Purgatory Resort, I hereby acknowledge, represent and agree as follows:

A. Volunteer activities shall mean any activity performed by volunteer, including but not limited to skiing and mountain activities, assisting Adaptive Students, guest services, ticket checking, guiding guests, lift lines, loading and unloading, directing patrons/vehicles during parking, hosting, bussing and cleaning activities, etcetera and such activities include standing, bending, walking, lifting, skiing and other physical exertion, both indoors and outdoors (the "Activity"). I understand that said Activity is or may be dangerous and does or may involve risks of injury, loss or damage. I further acknowledge that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, death and property loss or damage.

I further agree and understand that risks associated with the Activity, while skiing, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles; slick or uneven walking surfaces; surfaces covered with ice and snow; rugged mountainous terrain, and high altitude. Pursuant to Colorado law, I assume responsibility of maintaining control at all times while engaging in the Activity. I agree that I am responsible for reading, understanding and complying with all signage, including instructions on use of lifts, and that I must have the physical dexterity and knowledge to safely load, ride, unload the lifts and ski the terrain and **TO PROVIDE FOR THE SAFETY OF ANY** Adaptive Student in my care and my own safety. I assume the risks of riding the lifts and engaging in the Activity accessible from the lifts.

I acknowledge that I have been advised that trucks, maintenance vehicles, snowmobiles, snowmaking, and snow grooming equipment may be encountered at any time. I recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the activity. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use or activities. I also acknowledge **THE RISKS ARE INCREASED** when I am assisting an Adaptive Student. **RECOGNIZING THESE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY.**

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby assume all such risks of injury, loss or damage to me or to any third party arising out of or in any way related to the above-described Activity, whether or not caused by the act, omission, **NEGLIGENCE OR OTHER** fault of **PURGATORY RESORT**, its officers or employees, or by any other cause.

In consideration of allowing the use of ski area facilities (summer and winter), I agree to **ASSUME ALL RISKS** associated with the participation in the Activity described herein. Additionally, I agree to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY Purgatory Recreation I, LLC dba Purgatory Resort ("Purgatory Resort")**, its affiliated organizations and companies, the United States, and all of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "**RELEASED PARTY**") for **ANY AND ALL LIABILITIES** and/or claims for injury or death to persons or damage to property arising from my engagement in the Activity, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE, BREACH of any express or implied WARRANTY OR OF ANY STATUTE and INCLUDING any claim from any ADAPTIVE STUDENT** under my supervision who claims injuries or damages from the Activity.

I agree to take full responsibility for any injury or loss, including death, which I or any Adaptive Student in my care may suffer, arising in whole or in part out of the Activity. By signing this release, I **AGREE NOT TO SUE any RELEASED PARTY** and agree that **I am releasing any right to make a claim or file a lawsuit against any RELEASED PARTY.** I further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all third party claims arising in whole or in part from participation in the Activity. I agree to pay all costs and attorney's fees incurred by any **RELEASED PARTY** in defending a claim or suit brought in relation to the Activity.

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, exempt, release and discharge **PURGATORY RESORT**, its owners and affiliates, their officers and employees, and agree to defend, indemnify and hold harmless **PURGATORY RESORT**, its owners and affiliates, their officers, employees, insurers and self-insurance pool from any and all claims, demands or actions for such injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence or other fault of **PURGATORY RESORT**, its owners and

affiliates, their officers or employees, or by any other cause, excepting only the willful and wanton conduct of **PURGATORY RESORT's** officers or employees.

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence or other fault of **PURGATORY RESORT**, its officers or employees, and that said **AGREEMENT** is intended to be as broad and inclusive as permitted by the laws of the State of Colorado. If any portion of this **AGREEMENT** is held to be invalid, it is acknowledged and agreed that the remainder of said **AGREEMENT** shall continue in full force and effect.

2. THIS RELEASE AND INDEMNIFICATION AGREEMENT shall be GOVERNED BY and EXCLUSIVE JURISDICTION of any claim shall be the 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.

3. THIS RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, heirs, representatives and assigns until revoked by me in writing and counter signed by an authorized representative of PURGATORY RESORT.

IF PARTICIPANT IS UNDER THE AGE OF 18 YEARS, PARENT OR GUARDIAN MUST SIGN ON BEHALF OF PARTICIPANT. In the case of a minor, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have and agrees to DEFEND and INDEMNIFY** the Released Parties from any claim on **BEHALF** of the **MINOR**, including after attaining majority, and including all attorney’s fees, costs settlements or jurisdiction. 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 guardian’s signature, the undersigned participant represents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor, you represent that you are the **legal** parent or guardian of the minor.

WARNING

UNDER COLORADO LAW, A SKIER ASSUMES THE RISK OF ANY INJURY TO PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING AND MAY NOT RECOVER FROM ANY SKI AREA OPERATOR FOR ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING, INCLUDING: CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS; STUMPS; TREES; COLLISIONS WITH NATURAL OBJECTS, MAN-MADE OBJECTS, OR OTHER SKIERS; VARIATION IN TERRAIN; AND THE FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES.

IN WITNESS WHEREOF, I have executed this **RELEASE AND INDEMNIFICATION AGREEMENT** as my free and voluntary act on the date set forth below.

VOLUNTEER SIGNATURE AND DATE:

PARTICIPANT: _____

PRINT NAME AND DATE: _____

By my signature below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S., §13-22-107(2)(b), that I have read and fully understand the foregoing **RELEASE AND INDEMNIFICATION AGREEMENT**, and that I hereby waive and release any prospective claim of the Participant against PURGATORY RESORT, its officers and employees, for negligence in connection with the above-described activities, as allowed by C.R.S., § 13-22-107(3).

PARENT: _____ DATE OF SIGNATURE: _____