

**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**. Undersigned 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 of America and its agencies and employees, and the Adaptive Sports Association (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to the Undersigned, including personal injury or 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**

