

# COLORADO ADVENTURE PARK

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

**Read Carefully.** This is a release of liability and waiver of legal rights.

**1. Definitions.** The person who is participating in snow tubing, using the ski and ride hill or terrain park, sledding, riding snow scoots, or taking part in any event or activity at the Colorado Adventure Park shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" means Colorado Adventure Park or any of its successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, and officials. The "Activity" means taking part in snow tubing; skiing; snowboarding; sledding; snow scoot riding; riding on the lift; taking part in events and activities at the Colorado Adventure Park; or using the tubing hill, the ski and ride hill, the terrain park, the day lodge and/or any of the other facilities of the Colorado Adventure Park for any purpose.

**2. Risks of Activity.** The Undersigned 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 inherent and other 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; changing 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; visibility; collisions; falling off the tube; falling off the snow scoot; slipping; tripping; terrain park features; improper use of equipment; encounters with snowmobiles and/or other motor vehicles; collisions with other Participants; lift loading, unloading, and riding; adverse weather; 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 THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT 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.

**3. Duties of Participant.** The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts, snow tubes, sleds, snow scoots, and other equipment and features in use at Colorado Adventure Park. Participant acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lift and participate in the Activity. Participant assumes the risks of riding the lift and engaging in activities accessible from the lift. Further, the Undersigned understand that a minor Participant may use the lift without an adult present. Participant acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Participant understands that entering or skiing in a "CLOSED" area is illegal.

**4. Release and Indemnification:** In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a)

Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

**5. Minor Acknowledgment.** By signing this Agreement without a parent or legal guardian's signature, Participant, 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 Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

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

**7. Miscellaneous.** The Undersigned agree: (a) Participant 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 and venue for any claim shall be located in the state courts located in Grand County, Colorado, and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Emergency Contact: Printed Name/Relation

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email