

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

1. The person who is participating in Purgatory Snowsports School shall be referred to hereinafter as "Student" and/or "Renter" if renting equipment. The "Undersigned" means only the Student/Renter when the Student/Renter is age 18 or older OR it means both the Student/Renter and parent or legal guardian when the Student/Renter 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/Renter, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act") including:

**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.**

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; improper use of equipment; use of his/her own personal equipment; 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 mobile or aerial viewing or video 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/Renter or another acting in a negligent manner that may cause and/or contribute to injury to Student/Renter or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Student/Renter'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/Renter's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above. The UNDERSIGNED also understand and agree that the STUDENT/RENTER, even if a minor, may use **SKI LIFTS WITHOUT A SKI SCHOOL INSTRUCTOR OR OTHER ADULT PRESENT. STUDENT MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.**

4. Pursuant to Colorado law, Student/Renter assumes the responsibility of maintaining **CONTROL** at all times while engaging in the Activity. Student/Renter is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student/Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Student/Renter assumes the risks of riding the lifts and engaging in activities accessible from the lifts. 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/RENTER 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. In the case of a minor Student/Renter, 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/Renter, 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/Renter would not be permitted to participate in the Activity.

7. By signing this Agreement without a parent or legal guardian's signature, Student/Renter, 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/Renter, signing adults represent that they are a **legal** parent or guardian of the minor Student/Renter.

8. 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. The Undersigned agree and understand that this release is applicable to **each and every day** the STUDENT/RENTER participates in the **ACTIVITY** for the **entire ski season**.

9. The undersigned gives **FULL PERMISSION** for PURGATORY RESORT to use **ANY AUDIO OR VISUAL MATERIALS** of signor or minor taken at Purgatory Resort and by signing below, are releasing the use of any audio or visual materials taken, or on file, and for any uses by PURGATORY RESORT of myself or the minor for which I am signing. I understand that all said images and sound recordings shall constitute the property of PURGATORY RESORT, solely and completely.

10. The undersigned further **AUTHORIZES** anyone working with the PURGATORY RESORT Snowsports School Programs to call for such **MEDICAL CARE** for the child or to transport the child to the appropriate clinic or hospital if, in the opinion of anyone working with PURGATORY RESORT Snowsports School Programs, medical attention is needed for the child. The undersigned agrees that upon turning the child over to the undersigned or their designees or to the ambulance or other medical transport, medical facility, clinic or hospital, that the responsibility of PURGATORY RESORT shall be **TOTALLY FULFILLED** and PURGATORY RESORT shall not have any further responsibility for the child. The undersigned agrees to pay all costs associated with such medical care and related transportation of the child and **INDEMNIFY** and **HOLD PURGATORY RESORT**, its representatives, agents, affiliates, directors, servants, and employees **HARMLESS** from any costs incurred therein, or any claims arising therefrom. The undersigned hereby authorizes any medical facility or medical provider to provide care for the child if it is believed that the child requires medical attention.

11. The person who is using the equipment rented from PURGATORY RESORT shall be referred to hereinafter as "Renter". The "Undersigned" means only the Renter when the Renter is age 18 or older **OR** it means both the Renter and the Renter's parents or legal guardians when the Renter is under the age of 18. The Undersigned agree and understand that skiing or using the rental equipment for any purpose (hereinafter the "Activity") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

12. The Undersigned agree to accept for use the equipment listed on this form "**AS IS**" and **WITH NO WARRANTIES**, express or implied. The Undersigned agree and understand that the binding release/retention values will be set by a technician on the basis of the Renter's height, weight, skier type, sole length and age, and the Undersigned verify the accuracy of all information provided by the Undersigned in connection with the equipment rental. The Undersigned agree that they have had the full and fair opportunity to **COMPLETELY INSPECT** the rental equipment, including the DIN settings for the equipment. The Undersigned agree that the person listed on this form will be the only person using the equipment. If the Undersigned feel the equipment is not in proper working order and/or or is not functioning properly, Renter will stop using it **IMMEDIATELY** and return it for inspection, possible repair, adjustment and/or replacement.

13. The Undersigned accept **FULL RESPONSIBILITY** for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that PURGATORY RESORT is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

14. The **UNDERSIGNED understand that the binding system cannot guarantee the RENTER's safety**. In downhill skiing, the binding system **WILL NOT RELEASE OR RETAIN** at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will or will not release or retain. The **UNDERSIGNED** further agree and understand that the alpine ski binding system **DOES NOT REDUCE, THE RISK OF INJURY TO RENTER'S KNEES or any OTHER parts of the Renter's body..** The **UNDERSIGNED** understand and agree that lower settings on my bindings will increase releasability but also increase the risk due to inadvertent release, that higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injures due to unwanted release or retention are **INHERENT RISKS OF SKIING**. The **UNDERSIGNED** understands that in snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will **not** ordinarily **release** during use; these bindings **ARE NOT DESIGNED TO RELEASE** as a result of forces generated during ordinary operation. The Undersigned understand that PURGATORY RESORT **MANDATES** the use of helmets by minors 14 years and younger while participating in Purgatory's Snowsports School. For all other **PARTICIPANTS**, PURGATORY RESORT recommends the use of helmets while participating in the **ACTIVITY**. The Undersigned understand and agree that a **HELMET IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. **THE UNDERSIGNED** also understand that the helmet **DOES NOT GUARD AGAINST INJURY** to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.

15. The Undersigned take full responsibility for any property damage (including but not limited to equipment damage), injury or loss to Renter including death, which Renter may suffer, arising in whole or in part out of Renter's participation in the Activity. By signing this Agreement, **THE UNDERSIGNED AGREE NOT TO SUE** any Released Party and agree Undersigned are **releasing any right to make a claim or file a lawsuit** against any Released Party.

16. In consideration for allowing the Student/Renter to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** PURGATORY RESORT, the United States, agencies thereof, the equipment manufacturers or distributors, 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/Renter, including death, which Student/Renter may suffer, arising in whole or in part out of Student/Renter'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/Renter'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 or STATUTE and/or express or implied WARRANTY**.

17. 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 any third party** arising in whole or in part from Student/Renter's participation in the Activity and including all the Released Party's attorney fees, costs, settlements or judgments.

18. The **UNDERSIGNED UNDERSTANDS** and **AGREES** that the Undersigned is responsible for obtaining **LIFE, ACCIDENT and HEALTH INSURANCE for the Undersigned and any MINOR BEFORE** participating in the Activity. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of **THE UNDERSIGNED**.

19. In consideration for allowing Student/Renter to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Student/Renter'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**.

**I/WE HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I/WE ARE AWARE THAT I/WE ARE RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Printed Name(s) of Student/Renter(s):

Signature of Student/Renter

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Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian     Date

Emergency Contact: \_\_\_\_\_

Printed Name

Telephone

Name/Relation