

STEAMBOAT SPRINGS WINTER SPORTS CLUB, INC.
ASSUMPTION OF RISK AND RELEASE OF LIABILITY
READ CAREFULLY BEFORE SIGNING
2012/2013

I understand that skiing, snowboarding, snow tubing, biking, and other recreational and competitive activities in their various forms including travel, training, and other special events (hereinafter collectively referred to as "Activities") sponsored or organized by or related to the Steamboat Springs Winter Sports Club, Inc. ("Club") involve many **RISKS, DANGERS and HAZARDS**. Some of these risks, dangers and hazards are inherent, including: changing weather conditions and snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and failure of skiers to ski within their own abilities. The Activities also involve risks, dangers and hazards beyond those that are inherent to the activities, including those created by snowmobiles, snow grooming machinery, snowmaking equipment, motor vehicle accidents, allergic reactions, and by the intentional acts or negligent omissions of other participants, spectators, parents, race personnel, coaches and other people. Notwithstanding these examples, there are many other risks, dangers and hazards not specifically mentioned. I know that the risk of severe injury and even death exists when I participate in the Activities and that neither the Club, nor its officers, directors, volunteers, employees, coaches, contractors representatives, organizers and sponsors (the term "SSWSC" shall be used to refer to the Club and all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in the Activities, **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES** by participating in the Activities.

In consideration of my enrollment in SSWSC's program, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to comply with and be bound by the following terms at all times:

1. Member unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY** SSWSC, City of Steamboat Springs, Steamboat Ski & Resort Corporation, Intrawest US Holdings, Inc., Steamboat Ski Touring Center, US Forest Service, the United States Ski and Snowboard Association and any ski and snowboard facility operators where such Activities occur, and all of their respective officers, directors, volunteers, employees, coaches and representatives (collectively, "Indemnified Parties") from any claims, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, injury or death, suffered by any person from or in connection with Member's participation in any Activities in which SSWSC is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of any Indemnified Party.
2. Member hereby **RELIEVES SSWSC OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which SSWSC is involved in any way including, without limitation, protection from any known or unknown allergens or allergic reactions.
3. Member authorizes SSWSC to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of SSWSC, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** SSWSC of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Member's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.
4. Member agrees to abide by all rules, codes of conduct, policies and conditions for membership and participation in SSWSC and USSA. Failure to do so may result in suspension or expulsion from the programs. Member consents to and authorizes the use and reproduction, for any purposes and without consideration, of all photographs and videotape recordings taken of Member. Member authorizes Member's educational institution to release academic, athletic and disciplinary information to SSWSC.
5. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Colorado, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against SSWSC must be maintained in state courts sitting in

Routt County, Colorado, or federal district courts sitting in the District of Colorado, and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Member's Printed Name: _____

Member's Printed Name: _____

Date of Birth: _____

Date of Birth: _____

Signature: (if over 18) _____

Signature: (if over 18) _____

Date Signed: _____

Date Signed: _____

Member's Printed Name: _____

Member's Printed Name: _____

Date of Birth: _____

Date of Birth: _____

Signature: (if over 18) _____

Signature: (if over 18) _____

Date Signed: _____

Date Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18

As the parent or guardian of the minor children Member(s) named above, I hereby (a) **WAIVE AND RELEASE ANY AND ALL CLAIMS, AND AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY** SSWSC, City of Steamboat Springs, Steamboat Ski & Resort Corporation, Intrawest US Holdings, Inc. Steamboat Ski Touring Center, US Forest Service, the United States Ski and Snowboard Association, USSA and any ski and snowboard facility operators where such Activities occur, and all of their respective officers, directors, volunteers, employees, coaches and representatives (collectively, "Indemnified Parties") from any claims, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, injury or death, suffered by any person from or in connection with Member's participation in any Activities in which SSWSC is involved in any way, due to any cause whatsoever, ***INCLUDING NEGLIGENCE*** and/or breach of express or implied warranty on the part of any Indemnified Party, but excluding any loss, damage, injury, or death that a court determines was caused by the willful and wanton act or omission, or a grossly negligent act or omission of the Indemnified Party and (b) make and enter into each and every agreement, representation, waiver and release described in paragraphs 2 through 5 inclusive above on behalf of myself, the Member(s), and any other parent or guardian of the Member(s), intending that they be binding on me, the Member(s), and our respective heirs, executors, administrators and assigns to the fullest extent permitted by law. I represent that I have made these decisions voluntarily and after being FULLY informed and that I have the authority to act on behalf of all of the minor children Members' parents or legal guardians. I also agree to abide by all codes of conduct, rules and directions of the SSWSC and USSA applicable to parents of members.

Printed Name: _____

Parent or Guardian Signature: _____

Date Signed: _____

