

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

### Steamboat Springs Winter Sport Club 2014-2015

I understand that skiing, snowboarding, ski jumping, snow tubing, riding the alpine slide, biking, trampoline jumping, aerial and inverted jumping (including on-snow, water ramp and airbag jumping), cycling and mountain biking, dryland and conditioning training (including strength and conditioning activities with and without weights), and other recreational and competitive activities in their various forms, including without limitation, traveling to any such activities, sponsored or organized by or related to the Steamboat Springs Winter Sports Club, Inc. or its affiliates (hereinafter collectively referred to as "Activities") involve many **RISKS, DANGERS and HAZARDS**. Some of these risks, dangers and hazards are inherent, including changing weather conditions; snow conditions as they exist or may change, such as ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, and machine-made snow; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, extreme terrain, and trees, or other natural objects, and collisions with such natural objects; impact with lift towers, signs, posts, fences or enclosures, hydrants, water pipes, or other man-made structures and their components; variations in steepness or terrain; whether natural or as a result of slope design, snowmaking or grooming operations, including but not limited to roads, freestyle terrain, jumps, and catwalks or other terrain modifications; collisions with other skiers; and the failure of skiers to ski within their own abilities. The Activities also involve other risks, dangers and hazards beyond those that are inherent, including those created by avalanches, ungroomed deep powder, snowmobiles, ski lifts, snow grooming machinery, snowmaking equipment, altitude sickness, allergic reactions, motor vehicle accidents, equipment failure, and by the intentional or negligent acts or omissions of other participants, ski area operators, spectators, parents, volunteers, race personnel, coaches, athletes, and other people. Notwithstanding these examples, there are many other risks, dangers and hazards not specifically mentioned. I know that the risk of injury and even death exists when I participate in the Activities and that the Steamboat Springs Winter Sports Club, Inc. ("SSWSC") cannot guarantee my safety.

In consideration of my participation in the Activities, and notwithstanding of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to the following:

1. Member freely and voluntarily accepts and assumes the risk, dangers and hazards involved in participating in the Activities.
2. Member unconditionally **WAIVES AND RELEASES** any claims or actions related to any loss, damage, expense, injury or death suffered by Member or any other person from or in connection with Member's participation in the Activities, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of any Operator. As used herein, the term "Operator" means SSWSC, The Foundation, Steamboat Springs Winter Sports Club, Tubing Steamboat, Inc., Community Slide, Inc., 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, Yampa Meadows LLC, High Plain Properties, LLC, Bald Eagle Lake, LLC, Native Excavating Inc., National Interscholastic Cycling Association, any facility operators where such Activities occur, and all of their respective officers, directors, employees, coaches, members, managers, volunteers, contractors, representatives, and affiliates. Member also agrees to **DEFEND AND INDEMNIFY** the Operators from any third party claims asserted against any of the Operators resulting from Member's participation in the Activities.
3. Member hereby relieves Operators of any duty to protect member from harm in connection with any Activities including, without limitation, protection from any known or unknown allergens or allergic reactions. Member agrees to inspect any race course prior to competing in a race event.
4. Member authorizes Operators to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of Operators, 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 Operators 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.
5. 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 directly to SSWSC.

6. 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 must be maintained in state courts sitting in Routt County, Colorado, or federal district courts located in the District of Colorado, and Member consents and agrees that jurisdiction and venue for such proceedings shall be exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable to the fullest extent allowed by law.

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

Member's Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: (if over 18) \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

The undersigned is executing this Assumption of Risk and Release of Liability on behalf of a minor (under 18 years of age) (the "Child"), and the following additional provisions shall apply:

- a. I am the parent and/or legal guardian of the Child and have authority to sign this document on the Child's behalf.
- b. My choice to sign this document is based upon a voluntary and informed decision.
- c. The Child is in good health and appropriate physical condition to participate in the Activities.
- d. I accept responsibility to ensure that the Child abides by this Assumption of Risk and Release of Liability and engages in the Activities in a safe manner.
- e. I agree to defend, indemnify and hold the Operators harmless from any and all liability, damage, cost or expense arising from claims, including claims based on negligence, brought by or on behalf of the Child or by any other party arising from or related to the Child's participation in the Activities, except those that a court determines were based upon the willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission of the Operator.
- f. I am signing this on my own behalf and on behalf of the Child, and acknowledge that both the Child and I will be bound by this Waiver, Release and Indemnity.
- g. I agree to abide by all codes of conduct, rules and directions of the SSWSC and USSA applicable to parents of members.

Printed Name of Child: \_\_\_\_\_

Printed Name of Parent\Guardian: \_\_\_\_\_

Signature of Parent\Guardian: \_\_\_\_\_

Printed Name of Parent\Guardian: \_\_\_\_\_

Signature of Parent\Guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_