

**Loveland Ski Area Child Care Center Assumption of Risk, Release of Liability, and Indemnity Agreement**

The purpose of this agreement is to exempt, waive, and release Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to liability arising from the negligence of Released Parties; and transfer the risk of loss arising out of the participation in the Activities to the Participant or person executing this agreement.

“Released Parties” mean Clear Creek Skiing Corporation doing business as Loveland Ski Area, the United States and each of their insurance carriers, subsidiaries, parents, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and equipment manufacturers and distributors.

“Activity” and “Activities” mean participation in the Child Care Center; and/or using for any purpose the Released Parties’ permit area, property, facilities, buildings, features, amenities, parking lots, sidewalks, or equipment, including, but not limited to, busses and/or vans.

“Me”, “Myself”, and “I”, means the adult, being at least 18 years old, who is accepting these terms on behalf of a minor. “Minor” means the minor Participant. The person actually taking part in the activity is referred to as “Participant”.

In consideration of being allowed to participate in the Activities, on behalf of the Minor, I agree as follows:

1. Participating in the Activity is hazardous and involves the risk of physical injury or death. The dangers and risks of the Activities include, but are not limited to: falling; slick or uneven surfaces; ice; variations in terrain; design and condition of man-made facilities; rocks and debris; collisions; equipment failure, malfunction, or misuse; collisions or encounters with motor vehicles; adverse weather; other children; lack of supervision; and limited access to and/or delay of medical attention. I 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 Released Parties.
2. By signing this Agreement, I, on my own behalf and on behalf of Minor, acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and not sue or file any actions or claims against Released Parties that are based on, arise or result from, in whole or in part, participation in any Activities, including, but not limited to negligence and premises liability claims; (3) 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.
3. I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on line and broadcast presentations of any sort.
4. I 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. I agree to pay all costs associated with such medical care and related transportation.
5. By accepting this Agreement on behalf of Minor, I am representing that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant and that by doing so, I am agreeing to be personally responsible for any claims brought by any Minor.
6. This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Released Parties’ authorized representative. All claims arising from or related to any Activity by Participant, including for injury to person or property and/or death shall be governed by Colorado law, without regard to conflicts of law principles, and that exclusive jurisdiction shall be in the state district court residing where the alleged incident occurred. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF MYSELF AND PARTICIPANT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE BY SIGNING BELOW AND/OR I ACCEPT IT BY USE OF THE ACTIVITIES.**

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

Child Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian #1

\_\_\_\_\_  
Signature of Parent/Legal Guardian #2

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #1

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #2

Other person(s) authorized to pickup my child from the center:

Names \_\_\_\_\_ Addresses \_\_\_\_\_ Phone \_\_\_\_\_

Names \_\_\_\_\_ Addresses \_\_\_\_\_ Phone \_\_\_\_\_

CHILD'S NAME: \_\_\_\_\_ Birth Date \_\_\_\_\_ Age \_\_\_\_\_

CHILD'S ADDRESS: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**1<sup>st</sup> PARENT OR GUARDIAN: (circle one)**

Name _____
Home Address _____
Employer _____
Work Address _____
Phone _____
*Cell Phone _____

**2<sup>nd</sup> PARENT OR GUARDIAN: (circle one)**

Name _____
Home Address _____
Employer _____
Work Address _____
Phone _____
Cell Phone _____

**IN CASE OF EMERGENCY**

Contact - <u>NOT AT THE AREA</u> (Required):		
Name _____	Relationship _____	
Address _____	Phone _____	
Dentist _____	Address _____	Phone _____
Doctor _____	Address _____	Phone _____
<input type="checkbox"/> St. Anthony's Hospital 11600 West 2 <sup>nd</sup> Place Lakewood, CO 80228 720-321-0000 or closest appropriate facility	Other: Hospital _____ Address: _____ Phone: _____	

**Health Information**

Food or Medical Allergies \_\_\_\_\_ Special Diets \_\_\_\_\_

Chronic Medical Conditions \_\_\_\_\_ Medications \_\_\_\_\_

\*Loveland will apply Coppertone sunscreen SPF 50 to face and arms. Signature \_\_\_\_\_

\*My child has my permission to participate in any outdoor activities deemed suitable by the Child's Care Center staff. Signature \_\_\_\_\_

\*From time to time videos (Rated G only) will be shown in the Child's Care Center. Signature \_\_\_\_\_

\*My Child has my permission to listen to a variety of music while in the Child's Care Center. Signature \_\_\_\_\_

\*I authorize Loveland Ski Area to proceed with emergency medical attention in the event that I cannot be reached. Signature \_\_\_\_\_

\*I authorize Loveland Ski Area to transport my child by foot or by vehicle for program or emergency purposes. Signature \_\_\_\_\_

\*A copy of the Child Care Center's Parent handbook is available at the front desk, and I agree to comply with all the information contained therein. Signature \_\_\_\_\_

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