

Owl Creek Chase

WAIVER AND RELEASE

I acknowledge that a skiing race has inherent risks and dangers for any competitor, and is physically demanding, that the course is demanding and that weather and course conditions can be variable and can change during the race. I AM VOLUNTARILY PARTICIPATING IN THIS RACE WITH KNOWLEDGE OF THE DANGERS AND RISKS, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I FURTHER AGREE TO ASSESS AND ACCEPT ALL COURSE AND WEATHER CONDITIONS AS OF THE DAY AND TIME OF THE RACE. I understand that it is the racers responsibility to avoid collision with other skiers while on the Snowmass and Buttermilk ski areas.

(please initial)

In consideration of my participation in the activities listed above and the use of property owned by: The Aspen Skiing Company (Snowmass Golf Course, Snowmass and Buttermilk ski areas), The US Forest Service, The Pines HOA, The Town of Snowmass Village, The Sunny Ranch, The East Owl Creek Subdivision HOA, The Pfister Family, The Eagle Pines HOA, The Aspen School District, The Five Trees Metro District & HOA, The Meadowood Metro District & HOA, (The "Property Owners") I, the undersigned user and participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns HEREBY DO RELEASE, the Property Owners, the City of Aspen, its officers, agents, sponsors and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the activities listed above or the use of property owned by the Property Owners, whether that participation or use is supervised or unsupervised, however the injury or damage caused, including, but not limited to, the negligence of the City of Aspen, its officers, agents and employees. I hereby consent to the use by the City of Aspen of any photographs taken of me during city run events, programs, and activities for use in publications, advertisements, or on City of Aspen website. In consideration of my participation and use of property owned by the Property Owners, I, the undersigned, agree to indemnify and hold harmless the City of Aspen, its officers, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatever arising out of or in any way related to my participation or use of property owned by the Property Owners. The terms of this Agreement shall be in full force and effect on the date hereof, the date(s) upon which I participate in the activities listed above, and on any other occasion when I may participate or use of property owned by the Property Owners to participate in the activities listed above.

(please initial)

IF ANY PARTICIPANTS ARE MINORS, A PARENT OR LEGAL GUARDIAN MUST EXECUTE THE INDEMNIFICATION BELOW

In consideration for the above minor being permitted by the City of Aspen and Property Owners to participate in the Activities on or around the above mentioned property, I agree to the following INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT:

The undersigned parent or guardian of the above minor, for themselves and on behalf of said minor, hereby joins in and agrees to the provisions of the foregoing Participation, Waiver, and Release Agreement and hereby agrees to save harmless, indemnify, and forever defend the City of Aspen and Property Owners, its owners, officers, agents, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees) and ORDINARY NEGLIGENCE made or brought by on behalf of said minor, as a result of said minor's traveling and participation in the Activities on or around the above mentioned property, including without limitation, his or her presence and use of City of Aspen and Property Owner's properties or its facilities or equipment, or the property of any other person or his or her presence in the above mentioned property. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law. I authorize City of Aspen and Property Owners personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the minor. I further authorize appropriate medical personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is transported to the medical facility or hospital, City of Aspen and Property Owners shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

I understand that no refunds are allowed for any reason including race cancellation. I also understand that aid stations cut off times will be strictly enforced.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE.

PRINTED NAME of Competitor Executing Release

SIGNATURE of Competitor Executing Release

MINOR + PARENT SIGNATURE (participants under the age of 18 must sign & must have parent's signature)

Emergency Contact Name and Phone: _____

ASPEN VALLEY SKI/SNOWBOARD CLUB

ACKNOWLEDGMENT OF RISK

PARENT'S RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS AN ACKNOWLEDGMENT OF RISK AND A RELEASE OF CERTAIN CLAIMS AND A WAIVER OF CERTAIN LEGAL RIGHTS.

"PARENT" MEANS THE UNDERSIGNED PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIM/HERSELF AND ON BEHALF OF THE MINOR CHILD ("CHILD") NAMED BELOW. "CLUB" MEANS THE ASPEN VALLEY SKI/SNOWBOARD CLUB. "ASPEN" MEANS THE ASPEN SKIING COMPANY, LLC, THE HINES HIGHLANDS LIMITED PARTNERSHIP AND THE ASPEN HIGHLANDS MOUNTAIN LLC ("ASPEN").

PARENT AND CHILD UNDERSTAND AND ACKNOWLEDGE THAT SKIING, SNOWBOARDING, AND PARTICIPATING IN VARIOUS PROGRAMS AND RELATED ACTIVITIES OF THE CLUB, INCLUDING BUT NOT LIMITED TO SKIING, SNOWBOARDING, TRAINING, COMPETITION, WORKING WITH COURSE-RELATED EQUIPMENT, USING CLUB FACILITIES AND TRAVEL ("CLUB ACTIVITY") AND THE USE OF SKI AREA FACILITIES CAN BE **HAZARDOUS, DANGEROUS, AND INVOLVE A RISK OF PHYSICAL INJURY OR DEATH.**

Parent and child acknowledge and understand that the child, as a "skier" under Colorado law, ASSUMES THE RISK of any injury resulting from any of the inherent dangers and risks of skiing. Parent and child understand that SAFETY is very important to the Club and participants in Club activities and acknowledge they have been given a copy of the Club's Participant Expectations which discusses the Skier/Boarder Responsibility Code and the Colorado Ski Safety Act. Parent and Child understand that with respect to courses for competition and training for competition, Child is entitled and expected to conduct a reasonable visual inspection of the course prior to participating in the training or competition. Parent and Child agree and understand that the Child will be held to assume the risk of all course conditions, including, but not limited to, weather and snow conditions, course construction, layout and obstacles after Child performs the inspection. Parent understands and agrees that Child may ride ski lifts without being accompanied by an adult and Parent hereby gives permission for the Child to ride ski lifts without being accompanied by an adult.

PROVIDING MEDICAL INSURANCE FOR CHILD

Parent warrants and represents that the Child is in good health and there are no special instructions regarding the Child which have not been listed on the registration form. Parent and Child acknowledge and agree that the Child has the physical dexterity and knowledge to safely load, ride and unload ski lifts. Parent has and agrees to maintain valid and sufficient medical and accident insurance for the Child throughout the time that the Child participates in any Club activities. The undersigned Parent understands that this is his/her sole responsibility, and **RELEASES** the Club and Aspen from any claim and/or responsibility for providing such coverage for the Child.

MEDICAL CARE, TRANSPORTATION

Parent authorizes the Club and the Aspen Skiing Company and the operator of any other ski area where a Child may participate in a Club activity and their authorized personnel to obtain medical care for the Child or to transport the Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Parent agrees that upon the Child's transport to any such medical facility or hospital that the Released Parties shall not have any further responsibility to the undersigned Parent or Child. Further, the Parent agrees to pay all costs associated with such medical care and related transportation provided for the Child and agrees to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care and related transportation.

RELEASE OF CHILD'S RIGHTS

The undersigned Parent **HEREBY COMPLETELY RELEASES AND HOLDS HARMLESS** the Club, Aspen, the Aspen Winter Sports Foundation, the FiveTrees Metropolitan District, the United States Forest Service, and their subsidiaries, representatives, agents, affiliates, officers, directors, shareholders, parent companies, servants, employees and volunteers (collectively the "Released Parties") from **ANY AND ALL CLAIMS OF ANY NATURE OR ANY KIND FOR INJURY, OR DEATH** to Child or Child's property that may be sustained in connection with Club Activity, **INCLUDING ANY INJURY, DEATH OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the Released Parties. The undersigned Parent understands that if Child is injured or killed, or property of Child is damaged in connection with Club Activity, that neither Parent nor Child has a right to make a claim or file a lawsuit against any of the Released Parties, in accordance with CRS 13-22-107. The undersigned Parent further **AGREES TO DEFEND AND INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims brought by third parties which arise in whole or in part from the Child's participation in any Club Activity.

RELEASE OF PARENTS' RIGHTS

The undersigned Parent **ALSO COMPLETELY RELEASES AND HOLDS HARMLESS** the Club, Aspen, the Aspen Winter Sports Foundation, the FiveTrees Metropolitan District, the United States Forest Service, and their subsidiaries, representatives, agents, affiliates, officers, directors, shareholders, parent companies, servants, employees and volunteers (collectively the "Released Parties") from **ANY AND ALL CLAIMS OF ANY NATURE FOR ANY KIND OF INJURY, OR DEATH** to Parent or Parent's property that may be sustained in connection with Club Activity, **INCLUDING ANY INJURY, DEATH OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the Released Parties. The undersigned Parent understands that if Parent is injured or killed, or property of Parent is damaged in connection with Club Activity, that Parent has no right to make a claim or file a lawsuit against any of the Released Parties.

Parent and Child agree that they will accept and abide by the rules and regulations of the Aspen Valley Ski/Snowboard Club and the Aspen Skiing Company and any other rules or regulations imposed by the organizers of any particular event in which Parent and/or Child participate.

In consideration of engaging in Club Activities and using the ski areas of the Aspen Skiing Company, PARENT, on behalf of him/herself and his/her Child, agrees that all claims for injury and/or death for Parent or Child shall be **GOVERNED BY THE LAW OF THE STATE OF COLORADO AND EXCLUSIVE JURISDICTION** for any such claim shall be in County or District Court of Pitkin County, Colorado.

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. The undersigned Parent or legal guardian acknowledges that he/she is signing this Agreement on behalf him/herself and on behalf of the Child, who is a minor, and that the Child is bound by all the terms of this Agreement. This Agreement shall be binding upon the Parent's and Child's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

WE HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Signature of Participant

Print Name of Participant

Date

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian

Date

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian

Date