

WHITE DIAMOND SKI TOURS

REGISTRATION FORM, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

Group name: _____ Coordinator's name: _____

Personal Information

Name: _____ Participant's current age: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ - _____ - _____ Participant E-mail: _____

Parent/Guardian name(s): _____

Phone: _____ - _____ - _____ Parent E-mail: _____

1. Definitions. The person who is participating in the Activity as defined below shall be referred to hereinafter as "Participant". "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean White Diamond Ski Tours, Lodging Sites, Equipment Rental Facilities, Ski Resorts, the USDA Forest Service, State of Colorado and any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, staff, volunteers, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in or participating in any activity offered by Released Parties, including but not limited to: skiing, equipment rentals, traveling to and from Activity site(s); and activities on or use of Released Parties' facilities.

2. Risks of Activity. Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH TO THE PARTICIPANT AND OTHERS. Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of medical attention or equipment, defective equipment, misuse of equipment, choice and level of difficulty of Activity, high altitude, **negligence** or poor decisions of guides or other participants, changing conditions, changing weather conditions, Participant's poor physical condition, known or latent health conditions, including cardiac conditions; mental distress, panic from exposure to any one of the above or the Activity, and misunderstanding or underestimation of risks and abilities.

UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND INCLUDE OTHER RISKS WHICH CAN RESULT IN INJURY OR DEATH.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, breach of warranty, breach of fiduciary duty, statutory violations, breach of contract and wrongful death.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, expenses, attorney's fees,

Undersigned's Initials _____

liens, subrogation rights, and all other damages of any kind or nature whatsoever, 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. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) Assumption of Risk. Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned acknowledge that participation in the Activity is voluntary and that the Undersigned can choose not to participate in the Activity. Undersigned also acknowledge that Participant is physically and mentally capable of participating in the Activity, yet there is a possibility that Undersigned may underestimate his/her own abilities, and may have physical or mental conditions that may increase chances of injury or death. By signing this document, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT KNOWN, DESCRIBED ABOVE, INHERENT, OR OTHERWISE.**

4. Equipment Use and Damage. Rented equipment is rented as is and with no warranties, express or implied. Undersigned accept full responsibility for the care of the rented equipment during the rental period. Undersigned agree to pay for any lost rental income for the period of time the rented equipment is out of service due to damage for which Undersigned is responsible. Undersigned agree to pay for any costs incurred in late return of rented equipment. Undersigned agree to pay costs, including reasonable attorney's fees, incurred by Released Parties to collect any sums due or to enforce any terms of this Agreement. Undersigned agrees to pay interest of 18% annum on all sums owed to Released Parties. Undersigned agree that Released Parties are authorized to charged Undersigned's credit card for any sums owed.

5. Minor Acknowledgment. In the case of a minor Participant, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. By signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents he/she is at least 18 years old. If signing as the parent or guardian of a minor Participant, adults represent that they are the minor's legal parent or guardian.

5. Medical Care. Undersigned authorize the Released Parties and/or their personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary, and it is possible to call for medical care for Participant or transport Participant to a medical facility or hospital. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Miscellaneous. Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be the District Court of Chaffee County, Colorado; (c) **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY OTHER REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR SAFETY OF THE ACTIVITY;** (d) Undersigned is voluntarily and fairly entering into this Agreement. 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 intent of Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned and/or Participant.

Undersigned's Initials _____

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; variations in terrain; and the failure of skiers to ski within their own abilities. The ski safety act was amended in 2004 to include cliffs, extreme terrain, trees, jumps, and freestyle terrain as inherent dangers and risks of the sport.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Address

Telephone

Email

Emergency Contact:

Printed Name

Telephone

Relation

Undersigned's Initials _____

