

# **COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT PURGATORY SKI TEAM**

THIS RELEASE relates to any and all EVENTS of the Purgatory Ski Team (the "EVENT") being held at Durango Mountain Resort or any other resorts or locations. I understand that in order to attend and participate in the EVENT, I (or my child) will be required to provide its own transportation, food, lodging and supervision at such Event.

In consideration for participating as a member of the Purgatory Ski Team (PST) at the EVENT and being able to participate in the EVENT, I hereby agree to accept the terms and conditions of this contract and release agreement. I hereby ASSUME ALL RISKS in connection with attending or participating in the EVENT. I RELEASE PURGATORY SKI TEAM, INC A COLORADO NON-PROFIT CORPORATION, its representatives, agents, affiliates, officers, directors, servants, and employees, of and from ALL LIABILITY for any injuries or damages, and from any claim made by me, my family, estate, heirs and assigns arising in any way from my attendance or participation in the EVENT, including any claim based upon NEGLIGENCE. I hereby expressly agree that PST employees (including team coaches) are not responsible for transportation or supervision of my child at such events. In the event that I ask a PST employee to provide any such supervision or transportation, I hereby acknowledge that PST and its employees are not responsible and shall not be held liable for any resulting injury or claim.

THE UNDERSIGNED expressly agree to the fact that skiing in its various forms is an inherently hazardous sport that has many dangers and risks, and that injuries are a common and ordinary occurrence of this sport. THE UNDERSIGNED acknowledges that SKIING COMPETITION AND TRAINING and related activities are ESPECIALLY HAZARDOUS activities and GREATLY INCREASE THE RISKS of skiing in its various forms and that THE UNDERSIGNED has made a voluntary choice to participate in those activities myself or allow my child(ren) to do so despite the risks they present.

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that falls, **INJURIES AND/OR DEATH** may result from engaging in the EVENT. THE UNDERSIGNED agree and understand that risks include, but are not limited to uneven and irregular surface conditions, high elevation, slick or uneven surfaces, marked and unmarked obstacles, rugged mountainous terrain, varying weather and visibility conditions, condition of the PARTICIPANT, dehydration and other participants.

I CONTRACTUALLY AGREE that any and all disputes between myself and PURGATORY SKI TEAM arising from participating in the EVENT, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and the EXCLUSIVE JURISDICTION thereof will be in the state or federal courts of the STATE OF COLORADO.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PURGATORY SKI TEAM, its representatives, agents, affiliates, officers, directors, servants, and employees, of and from any claim,

action, harm, injury, damage, or loss to person and/or property which I may suffer, or which I may contribute to or cause to ANY THIRD PARTIES.

The undersigned parent/guardian signing below represents to PURGATORY SKI TEAM that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any other parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless PURGATORY SKI TEAM from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold PURGATORY SKI TEAM, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

I authorize PURGATORY SKI TEAM, it employees, agents or representatives, to call for medical care for me or my minor child, or to transport me or my minor child to a clinic or a hospital if such action is necessary in their opinion. I agree that, at such time as I am allowed to transport myself, or I or my minor child are turned over to any ambulance, other medical transport, medical facility, clinic or hospital, PURGATORY SKI TEAM, it employees, agents, or representatives, shall have no further responsibility for or to me. I AGREE TO PAY all cost associated with medical care and transportation for me or my minor child, and I AGREE TO INDEMNIFY and hold harmless PURGATORY SKI TEAM, its representatives, agents, affiliates, officers, directors, servants and employees, from such costs.

I HAVE CAREFULLY READ THE FORGOING RELEASE AND INDEMNITY AGREEMENT, I UNDERSTAND ITS CONTENTS AND I SIGN BELOW AS AN INDIVIDUAL, OR AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF THE CHILD AND ON HIS/HER BEHALF. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, THE REMAINDER SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

\_\_\_\_\_ Signing as Parent/Guardian  
Yes\_\_\_\_ No\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print Name Print Name of Minor (if applicable)