

STEAMBOAT SPRINGS WINTER SPORTS CLUB, INC.
ASSUMPTION OF RISK AND RELEASE OF LIABILITY
READ CAREFULLY BEFORE SIGNING
2007/2008

I understand that skiing, snowboarding and other recreational activities in their various forms, as well as training for and participating in alpine, nordic, freestyle, disabled and snowboarding competitions and events, other club related special events and travel associated with any of the same (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; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and failure of skiers to ski within their own abilities. But the Activities also involve risks, dangers and hazards beyond those that are simply inherent, such as injuries and death caused by snowmobiles, snow grooming machinery, snowmaking equipment, motor vehicle accidents traveling to and from Activities and/or by the acts or omissions of other participants, spectators, parents, race personnel, coaches and others. Notwithstanding these examples, there are many other risks, dangers and hazards not specifically mentioned. I further understand that competitive ski and snowboard and training may be more hazardous than recreational skiing and snowboarding. I understand that injuries of all types are possible as a result of participating in the Activities. I know that the risk of severe injury and even death exists in connection with the Activities. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the Steamboat Springs Winter Sports Club, Inc., its officers, directors, volunteers, employees, coaches, contractors and representatives, and its competition organizers and sponsors (hereinafter the term "SSWSC" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in the Activities, **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of SSWSC.

In partial consideration of my enrollment in SSWSC's program, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to comply with and be bound by the following terms at all times:

1. Member hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY** SSWSC and The City of Steamboat Springs, Steamboat Ski & Resort Corporation, American Skiing Company, Steamboat Ski Touring Center, US Forest Service, the United States Ski and Snowboard Association and any ski and snowboard facility operators where such Activities occur, and all of their respective officers, directors, volunteers, employees, coaches and representatives from any claims, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, injury or death, suffered by any person from or in connection with Member's participation in any Activities in which SSWSC is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of SSWSC.
2. Member hereby **RELIEVES SSWSC OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which SSWSC is involved in any way.
3. Member authorizes SSWSC to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of SSWSC, 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** SSWSC 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.
4. Member agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.
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 instructions 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 for personal injury or related loss against SSWSC must be maintained in state courts sitting in Routt County, Colorado, or federal district courts sitting in the District of Colorado, and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

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

Member's Printed Name: _____ Member's Printed Name: _____

Date of Birth: _____ Date of Birth: _____

Signature: (if over age 18) _____ Signature: (if over age 18) _____

Date Signed: _____ Date Signed: _____

Member's Printed Name: _____ Member's Printed Name: _____

Date of Birth: _____ Date of Birth: _____

Signature: (if over age 18) _____ Signature: (if over age 18) _____

Date Signed: _____ Date Signed: _____

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

As the parent or guardian of the minor children Member(s) named above, I hereby (a) **WAIVE AND RELEASE ANY AND ALL CLAIMS, AND AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY** SSWSC and The City of Steamboat Springs, Steamboat Ski & Resort Corporation, American Skiing Company, Steamboat Ski Touring Center, US Forest Service, the United States Ski and Snowboard Association, USSA and any ski and snowboard facility operators where such Activities occur, and all of their respective officers, directors, volunteers, employees, coaches and representatives from any claims, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, injury or death, suffered by any person from or in connection with Member's participation in any Activities in which SSWSC is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of SSWSC, but excluding any loss, damage, injury, or death that a court determines was caused by the willful and wanton act or omission, or a grossly negligent act or omission of the party indemnified and (b) make and enter into each and every agreement, representation, waiver and release described in paragraphs 2 through 6 inclusive above on behalf of myself, the Member(s), and any other parent or guardian of the Member(s), intending that they be binding on me, the Member(s), and our respective heirs, executors, administrators and assigns to the fullest extent permitted by law. I represent that I have made these decisions voluntarily and after being FULLY informed and that I have the authority to act on behalf of all of the minor children Members' parents or legal guardians. I further agree to hold harmless, defend and indemnify SSWSC from any claims from third parties arising from the minor children Members' participation in any activities affiliated with SSWSC to the fullest extent permitted by law. I also agree to abide by all codes of conduct, rules and directions of the SSWSC and USSA applicable to parents of members.

Printed Name: _____

Parent or Guardian's Signature: _____

Date Signed: _____