

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.

NATIONAL SPORTS CENTER FOR THE DISABLED ("NSCD") 2017 NON-SKIING ABILITY CLINICS, CAMPS AND PROGRAMS

The Participant identified below, if at least 18 years old, or, if participant is younger than 18 or is otherwise a protected person ("Protected Person"), the Protected Person's parent or legal guardian, has read this agreement and has signed it on behalf of him/herself and the Protected Person, if applicable. The adult Participant or the Protected Person's parent or legal guardian will be referred to herein as "Adult", and Adult and the Protected Person are collectively referred to as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the NSCD Activities described below (collectively "Activities", individually an "Activity"). **The Undersigned understand and agree that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.**

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY NON-SKIING ACTIVITY DURING 2017 WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE NSCD'S AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF THE PROTECTED PERSON, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW. UNDERSIGNED UNDERSTAND AND AGREE THAT ASSUMPTIONS OF RISK AND LIMITATIONS OF LIABILITY AS SET FORTH IN COLORADO LAW SHALL APPLY TO EVERY ACTIVITY IN WHICH PARTICIPANT ENGAGES THROUGH OR IN CONNECTION WITH THE NSCD WHETHER INSIDE OR OUTSIDE OF THE STATE OF COLORADO.

Undersigned understand and agree that indoor and outdoor recreational Activities involve certain dangers and risks that can lead to injury and death. Such risks and dangers include, without limitation, dehydration, overexertion, heat related injuries, insect bites/stings, rapidly changing weather conditions, exposure to the sun, hail, rain and lightning, wildlife encounters, uneven terrain and playing fields, rocks and gravel and potentially slippery conditions and/or travel to or from an Activity. For those Activities taking place in Colorado, additional risks include, but are not limited, to reduced oxygen in the air at high altitude, falling trees and limbs and increased risk of dehydration.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Protected Person acknowledges the general risks described above and the specific risks associated with the Activities and, as a condition to Participant engaging in the Activities agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the Participant resulting from participation in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against the NSCD, Intrawest/Winter Park Operations Corporation, Intrawest Resorts Holdings, Inc., the United States, the City and County of Denver, Winter Park Recreational Association, Winter Park Village Company Master Association, Inc., Snow Mountain Ranch, Grand Lake Yacht Club, Inc., Grand Lake Yacht Club Sailing Foundation, and the County of Jefferson, State of Colorado, all Activity sponsors, operators of events, owners and operators of training and/or Activity venue and owners of professional sports teams affiliated with any Activity, each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents, and equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant while taking part in any Activity, including, but not limited, to those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of the Indemnified Parties. Undersigned agree to pay all costs including reasonable attorneys' fees and disbursements incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

ACTIVITIES:

**RAFTING,
KAYAKING, PADDLE
BOARDING,
SAILING,
CANOEING,
SWIMMING, WATER
SPORTS**

Rafting, kayaking, paddle boarding, sailing, canoeing, swimming and water sports are **HAZARDOUS** activities. They involve risks, including, but not limited to, choice of boating course, carrying boats and other equipment, accidents or illness in remote places, changing weather and water conditions, lightning, hidden and underwater rocks, logs and plant life, and other obstacles, changing and unpredictable currents, drowning, hypothermia, exposure to the elements, overturning, entrapment of body parts, contact with obstacles or other persons participating in the same or similar activities, negligence or misconduct of such persons, slipping and falling, and equipment failure.

**CAMPING, HIKING
and FISHING**

Camping, hiking and fishing are **HAZARDOUS** activities that involve risks, including, but not limited to, exposure to the elements, lightning, hypothermia, changing weather conditions, possibility of becoming lost or disoriented, drowning, wildlife encounters, dangers caused by other persons engaged in similar activities and the negligence of such persons, misuse or careless use of equipment, equipment failure, slippery, uneven and unstable footing, hitting rocks or other objects and the possible occurrence of landslides and flooding.

**FIELD AND COURT
SPORTS, FENCING**

Some of the risks and dangers, involved in participation in field and court sports and Fencing include without limitation, the action or inaction of the Participant or others participating in the activities, the condition of the premises where the activities take place, actions or inactions of coaches, trainers, supervisors, observers, and attendants conducting the activities and risks inherent in the sports themselves such as throwing, catching and hitting balls, swinging of bats, clubs, rackets, use of foils, epees and sabres, and use of other sports equipment, contact with other participants and use of any equipment provided or made available by the NSCD and the potential for equipment malfunction.

CLIMBING WALL

The Climbing Wall is a **HAZARDOUS** activity that involves risks, including, but not limited to, failure of equipment and/or rope failure, misuse or careless use of equipment, improper use of equipment, loose holds, slipping and falling.

ROCK CLIMBING

Rock Climbing including bouldering, rappelling, and tyrolia bridge activities, are **HAZARDOUS** activities that involve risks, including, but not limited to, failure of equipment and/or rope failure, slipping and falling, exposure to changing and dangerous weather conditions, lightning, uncertain, slippery and unstable surfaces for footing and hand holds, dangers caused by other persons engaged in similar activities, misuse or careless use of equipment, improper use of equipment, the possible occurrence of landslides and falling rocks, stones and other objects. Rock Climbing also involves strenuous physical activity that may be hazardous to some people due to their physical condition and the high altitude at which the climbing occurs.

ROAD BIKING

Road biking is a **HAZARDOUS** activity that involves risks, including, but not limited to, uneven and/or slippery road conditions, narrow roads, variations in terrain, bumps, loose gravel and dirt, wet surfaces, holes and potholes, debris, equipment failure, including sudden flat tires, encountering vehicles, animals, pedestrians and other cyclists, negligence or reckless conduct of drivers or others and exposure to the elements including rain, wind and lightning.

MOUNTAIN BIKING

MOUNTAIN BIKING IS A HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. Mountain biking is different than road biking, and may be more dangerous than road biking in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain. Mountain biking involves risks, including, but not limited to, equipment failure, rocks of various sizes, trees, roots, tree stumps, logs, cliffs, rock drops, holes and potholes, depressions, streams and creeks, dirt and other constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops, wallrides, elevated stunts, uneven and/or slippery trail conditions, varying slopes, variations in terrain, forest growth, wildlife encounters, loose gravel and dirt, wet surfaces, downed timber, debris, other riders, hikers and vehicles and the possibility of becoming lost or disoriented. Trail conditions and features may change quickly due to weather, use and other factors.

**ARCHERY AND
FIREARMS**

Archery and Firearm use activities are **HAZARDOUS** activities which can result in serious injury or death. Archery involves risks including, but not limited to, use of sharp arrows, misuse of equipment by Participant, misuse and misdirection of

archery equipment by other participants, Firearms, including the use of laser rifles or pellet rifles, involve risks including, but not limited, to, misfire of rifles and the possible misuse and misdirection of lasers and pellets by other participants.

**ROPES COURSE,
SLACK LINING**

The ropes course and slack line training are **HAZARDOUS** Activities that involve risks including but not limited to failure of ropes and/or, improper use of equipment, failure to listen to instructions, loose holds, slipping, falling and getting cuts, burns, bruises or abrasions due to contact with the ropes, or other surfaces.

**PARKOUR AND
OBSTACLE
COURSES**

Parkour and obstacle course activities are **HAZARDOUS** activities which can result in serious injury or death. Parkour and obstacle courses are activities that involve running, climbing, swinging, vaulting, jumping, rolling and other full body movements on, over, under, and off of obstacles. These activities involve risks including but not limited to tripping, falling, rope burns, collisions or falls off of course obstacles, overexertion, and dehydration,

**WRESTLING, JUDO,
AND TAEKWONDO**

Wrestling, judo, taekwondo and other personal contact sports are **HAZARDOUS** activities which can result in serious injury or death. These activities involve various drills and activities, vigorous physical exercise, striking or throwing other participants and being struck or thrown onto gym mats or other surfaces, falling onto gym mats or other surfaces, and breaking wood boards with body parts. These activities include risks including but not limited to full body contact with other participants, tripping, falling, strenuous physical activity, and overexertion.

**SKATEBOARDING,
LONGBOARDING,
ROLLER SKATING,
IN-LINE SKATING**

Skateboarding, Longboarding, roller skating and In-line skating activities are **HAZARDOUS** activities which can result in serious injury or death. Skateboarding and skating activities involve risks including but not limited to tripping and falling on pavement or concrete surfaces, collisions with objects or other participants, and an inability to stop or maneuver quickly.

**GYRO, ALPINE
SLIDE, ZEPHYR
CHAIRLIFT,
PUTTING COURSE,
DISK GOLF,
GEOCACHE, LEAPS
AND BOUNDS
BUNGEE, BOUNCY
SNOWCAT**

Activities at the base of Winter Park Resort include but are not limited to the Gyro, Alpine Slide, Zephyr Chairlift rides, Putting Course, the Leaps and Bounds Bungee, Geocache, Bouncy Snowcat and on-mountain Disc Golf. Each is a **HAZARDOUS** activity that involves risks related to the use of equipment and its potential for unexpected failure or misuse. The Gyro, Alpine Slide, Bungee, Geocache and Disc Golf also involve strenuous physical activity that may be hazardous to some people due to their physical condition and the high altitude at which the activities are held. Alpine Slide is a **HAZARDOUS** activity that involves risk of injury, permanent disability or death resulting from riding and/or use of equipment and its potential for unexpected failure or misuse. **The Alpine Sled is an operator-controlled device. It is the rider's obligation to maintain control at all times while riding the Alpine Slide.** Undersigned understand and agree that collisions may occur with other riders, both from behind or by Participant with riders in front of Participant, or with wildlife that may get onto the track. Excessive speed, overtaking other riders, and movement made by riders while the sled is in motion presents an increased risk of injury to Participant or others for which Undersigned may be held responsible. Skin contact with the track while the Alpine Sled is in motion can cause severe, painful and permanently scarring burns.

Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities, and that death may even result. Nonetheless and with full knowledge and understanding of the above general and specifically identified risks involved in the various activities, Adult voluntarily elects to, or, if applicable, chooses to allow Protected Person to participate in the Activities. Undersigned understand and agree that to reduce the risk of injury or death the Participant will wear a helmet at all times while bicycle riding, skateboarding or other skating activities, rock climbing, rafting, canoeing or kayaking. Undersigned will, to the extent possible, follow carefully all instructions on the safe and proper use of the equipment and will ask questions and request instructions so that the function and proper and safe use of all equipment rented or otherwise made available to Participant is clear to and understood by the Adult Participant or by the parent or legal guardian of the Protected Person so that such may be explained to and, to the extent reasonably possible, understood by the Protected Person before the Activity is undertaken. Undersigned understand and agree that helmets cannot guarantee the wearers safety nor can protect against all potential head injuries or prevent injury to the face, neck or spinal cord.

Undersigned accept for use any equipment provided to Participant "AS IS" and accept full responsibility for its care and will pay for any loss or damage, other than reasonable wear resulting from its use.

The Undersigned understand, acknowledge and agree that he/she is responsible for determining Participant's medical, physical or other qualifications or suitability for participating in the Activity. The Undersigned authorize any Indemnified Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned understand and agree that upon arrival of medical personnel or, where applicable, Participant's transportation to any such medical facility or hospital that Indemnified Party shall have no further responsibility for Participant. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Indemnified Party for any costs incurred therein, or any claims originating therefrom. The Undersigned are advised and acknowledge that, before participating in the Activity, Participant should be covered by personal health insurance sufficient to cover any expenses that may result from an injury occurring during or in connection with the Activity.

In consideration for participation in an Activity, Adult agrees for him/herself and on behalf of Protected Person, if applicable, that ALL claims arising from or related to any Activity, 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 Grand County, Colorado District Court or in Federal Court for the District of Colorado. **UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

Undersigned give NSCD and Winter Park Resort permission to take and use photographs, video and audio recordings, or movies of Participant taken during an Activity for any purpose in promoting the NSCD or Resort or related activities of NSCD in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

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 REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF PROTECTED PERSON AND THAT PROTECTED PERSON WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF PROTECTED PERSON, PROTECTED PERSON WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigneds' assignees, subrogers, distributors, heirs, next of kin, executors and personal representatives.

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

Executed this ____ day of _____, 201___. US Military Active Duty/Reserve/Veteran Circle Yes

PRINT Name of Participant

Signature of Participant

____/____/____
Date of Birth of Participant

Home Zip Code of Participant

PRINT Name of Parent or Legal Guardian, if applicable

Signature of Parent or Legal Guardian, if applicable