

Loveland Derby

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is assisting with, taking part in and/or competing in Derby at Loveland ski area shall be referred to hereinafter as "PARTICIPANT". "THE 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. THE UNDERSIGNED agree and understand that assisting with, preparing for or tearing down Derby, taking part in Derby, competing in Derby, Slalom and/or any other uses of the ski area facilities, including use of the lifts, (hereinafter the "EVENT") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED are advised that a person using any of the facilities of the ski area is considered a skier. THE UNDERSIGNED acknowledge and understand the following **WARNING** concerning the dangers and risks of skiing and understand that the PARTICIPANT, as a "skier" under Colorado law, **ASSUMES THE FOLLOWING RISKS:**

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; variation in terrain; and the failure of skiers to ski within their own abilities.

THE UNDERSIGNED further agree and understand that risks associated with the EVENT, in addition to those previously listed, include, but are not limited to: equipment malfunction; changing weather conditions; bare spots; collisions with natural and/or man made objects or other skiers; existing and changing snow conditions; surface conditions; marked and unmarked obstacles; rugged mountainous terrain; slick or uneven riding and walking surfaces, surfaces covered with ice and snow; strenuous activity; high elevation; sharing ski area facilities and EVENT venues with people directly involved and/or not directly involved in the EVENT. PARTICIPANT understands and acknowledges he/she has been informed and understands all rules and regulations of participating in the EVENT. PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions on the use of the lifts. PARTICIPANT recognizes that he/she must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. PARTICIPANT understands that snowmobiles, snowmaking, snow-grooming and EVENT preparation equipment may be encountered at any time. PARTICIPANT recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the EVENT.

THE UNDERSIGNED agree with the premise that as a competitor in an event, PARTICIPANT is a competitor at all times, whether practicing for competition or in competition. PARTICIPANT understands that he/she has the opportunity to inspect the EVENT course prior to participating in the EVENT and that **he/she assumes the risk of all course conditions**, including but not limited to course construction or layout and obstacles. **RECOGNIZING ALL THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.**

In consideration of allowing the PARTICIPANT to participate in the EVENT, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the EVENT. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY**, Loveland Ski Area and Loveland Race Club, its affiliated organizations and companies, the United States, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the EVENT, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the EVENT. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to make a claim or file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the EVENT. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

