

Last Name: _____

Last Day of Stay: _____

CRESTED BUTTE MOUNTAIN RESORT Summer Camp CB, Mountain Sports Team, Mountain Adventures & Kids Night Out

PARENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT 2017

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

1. The person who is participating in Camp CB Adventures, Mountain Sports Team, Mountain Adventures and/or Kids Night Out at Camp CB shall be referred to hereinafter as "PARTICIPANT". The Undersigned (hereinafter "Undersigned") means the parent or legal guardian of the Participant. The Undersigned has the right to make decisions concerning the care, custody, and control of the minor Participant. The Undersigned agree and understand that participating in Camp CB Adventures, Mountain Adventures, Mountain Sports Team, and Kids Night Out (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. The Undersigned agree and understand that taking part in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.** The 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:

Interaction with other children/participants; outdoor activities; taking field trips by walking, or by use of ski area or public transportation; playing, eating and/or sleeping in a child care environment; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others; Participant's failure to comply with instructions; rocks of various sizes; paved and unpaved surfaces; uneven and/or slippery trail conditions; marked and unmarked obstacles; varying weather and surface conditions; variations in terrain; bumps; stumps; forest growth; loose dirt and gravel; holes and potholes; downed timber; debris; wet surfaces; slick or uneven walking surfaces; encountering or collisions with bikes, vehicles of all kinds, and heavy equipment; being struck by arrows; wild animals; rugged mountainous terrain; and high altitude; falling; drowning; currents; entrapment; changing weather conditions; existing and changing ice conditions; collisions with natural and man-made objects and with others; equipment failure; equipment malfunction; improper use of equipment; tripping; loss of balance; strenuous activity; hypothermia; swinging equipment; worn and/or damaged equipment; falling equipment; other participants falling; other participants swinging; the physical condition of Participant; choice of route; choice of tricks; wet equipment; and all dangers associated with swimming, sailing, canoeing, and being on or near open surfaces of water; biking.

The Undersigned acknowledge and understand that the description of the risks listed above is not complete and that participating in the Activity may be dangerous and may include other risks. **RECOGNIZING THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

4. PARTICIPANT assumes the responsibility of maintaining control at all times while engaging in the Activity. PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. PARTICIPANT must have the physical dexterity and knowledge to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor PARTICIPANT may use the ski lifts without an adult present. The Undersigned are advised that vehicles and heavy equipment may be encountered at any time.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for allowing the PARTICIPANT to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Crested Butte, LLC, Resort Asset Management, LLC, Triple Peaks, LLC, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of PARTICIPANT's participation in the Activity. By agreeing not to sue, the Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from PARTICIPANT's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual **NEGLIGENCE or BREACH** of any **CONTRACT** and/or express or implied **WARRANTY.**

7. THE UNDERSIGNED understands and agree that at the **scheduled end time for Camp CB, Mountain Adventures, Mountain Sports Team, or Kids Night Out, the PARTICIPANT is no longer considered a PARTICIPANT,** and, if applicable, that parent or legal guardian is responsible for picking up their minor PARTICIPANT at the allocated time.

THE UNDERSIGNED recognize that helmets are required for lift-accessed mountain biking and are recommended for use during mountainbiking at all times.

8. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED 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 agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further

INITIALS: _____

responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.

9. By execution of this Agreement, the Undersigned also AGREE TO DEFEND AND INDEMNIFY/REIMBURSE each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from PARTICIPANT's participation in the Activity.

10. In consideration for allowing PARTICIPANT to participate in the Activity, the Undersigned AGREE THAT ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT's participation in the Activity shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be the DISTRICT COURT OF GUNNISON COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO.

11. The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the Participant and that the Participant shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the Participant that the Participant otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the Participant would not be permitted to participate in the Activity.

12. The 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 Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. THE UNDERSIGNED agree and understand that THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER.

MINOR PARTICIPANT (UNDER 18) INFORMATION

Crested Butte Mountain Resort requires helmets for lift-access Mountain Biking and recommends the use of helmets for all PARTICIPANTS while Mountain Biking. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the PARTICIPANT, but are in no way a guarantee of safety. THE UNDERSIGNED recognizes that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. RENTAL HELMETS ARE AVAILABLE FOR RENT IN THE CBMR RENTAL SHOP OR FOR PURCHASE AT CBMR RETAIL SHOPS.

HELMET ACKNOWLEDGEMENT

_____	Age _____	Owned/Rented: <input type="checkbox"/>	Use Declined: _____
MINOR PARTICIPANT # 1 (Print name: Last, First, MI)			INITIALS
_____	Age _____	Owned/Rented: <input type="checkbox"/>	Use Declined: _____
MINOR PARTICIPANT # 2 (Print name: Last, First, MI)			INITIALS
_____	Age _____	Owned/Rented: <input type="checkbox"/>	Use Declined: _____
MINOR PARTICIPANT # 3 (Print name: Last, First, MI)			INITIALS
_____	Age _____	Owned/Rented: <input type="checkbox"/>	Use Declined: _____
MINOR PARTICIPANT # 4 (Print name: Last, First, MI)			INITIALS

ADULT INFORMATION

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

x _____
Printed name of Parent/legal Guardian Date

x _____
Signature of Parent/Legal Guardian

Emergency Contact: _____
Printed Name Telephone Relationship