



## 2019 Mountain Adventures Registration

Please complete the following for each child:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Name of Parent or Guardian \_\_\_\_\_

Contact Phone \_\_\_\_\_

Additional Emergency Contacts (if different from above)

Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship to child \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship to child \_\_\_\_\_

### Child Pick-Up

At the end of the day my child should be dropped off: (please check)

☐ 4-Way Stop in Crested Butte @3:15      ☐ Whetstone Building in Mt CB @3:30 or 5

My child: ☐ May walk home alone from their drop-off location

☐ Will be picked-up from their drop-off location by a parent or one of the following

Name & Number \_\_\_\_\_

Name & Number \_\_\_\_\_

### Medical History

List any medical issue Mountain Adventures should be aware of: \_\_\_\_\_

\_\_\_\_\_

List any know drug or food reactions or allergies: \_\_\_\_\_

\_\_\_\_\_

Does your child carry an Epi-Pen? YES NO. Does your child carry an inhaler? YES NO

Will your child bring any medications to camp? YES NO

List any medications, prescriptive and non-prescriptive, the child currently takes. If your child will bring **any** medication to camp you must complete a copy of the *Authorization for Administering Medication* form.

Name of medication      Dosage & Frequency      Prescribing Physician

\_\_\_\_\_

Physician's Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Dentist's Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

**Childs Name** \_\_\_\_\_

### **Authorization for Emergency Medical Care**

I hereby give my permission to camp officials to contact a doctor or emergency medical services on behalf of my child and for a doctor, hospital or medical service to provide emergency medical or surgical care for my child.

Should an emergency arise, it is understood that camp officials will make a conscientious effort to locate the emergency contacts previously listed before any action is taken. If it is not possible to locate the contacts, I will accept the expense of emergency medical or surgical treatment.

Initialed \_\_\_\_\_ on this date \_\_\_\_\_

**Hospital of choice is: Gunnison Valley Health 711 N. Taylor St. Gunnison CO. 81230 (970) 641-1456**

### **Transportation Permission**

I hereby give permission for my child to ride in Mountain Adventures vehicles and busses operated by Mountain Express. I understand that Mountain Adventures staff will make a good faith effort to ensure that my child is properly belted throughout the trip. I also understand that seatbelts are not available on Mountain Express busses, which are driven by CDL certified drivers.

I am aware that misbehavior while in vehicles will not be tolerated and is grounds for dismissal from Mountain Adventures without refund.

Initialed \_\_\_\_\_ on this date \_\_\_\_\_

### **Sunscreen Permission**

Please apply sunscreen to your child in the morning and include a labeled bottle for reapplication. If, for some reason, this sunscreen is unavailable I give permission to apply sunscreen provided by Mountain Adventures to my child.

Initialed \_\_\_\_\_ on this date \_\_\_\_\_

### **Media Release**

During the Mtn Adventures program, we will be taking photographs and/or video of participants to use for promotional purposes. Your child may appear in one or more of these photographs or videos. By indicating below, you grant Crested Butte Mountain Resort the right of publicity to own and use without compensation any image(s) of your child participating in Mtn Adventures. Please select from the following:

- I do grant permission for media release to Crested Butte Mountain Resort.
- I do not grant permission for media release to Crested Butte Mountain Resort.

Initialed \_\_\_\_\_ on this date \_\_\_\_\_

### **Late Child Drop-off Policy**

Our programming is complex and requires our campers to be dropped off on time and at the Camp CB drop-off location. Every camper is required to have a Parent or Guardian sign-in for each activity day, unless stated otherwise on sign up forms. This is required by our State of Colorado Licensing agreement and no exceptions are allowed. In addition to the sign in requirements, we do not accept campers who are late for offsite activities. It is best practice to have all campers together, from the beginning of all activities to cover safety rules, guidelines and expectations for the activity day. This best practice benefits the instructors and sets up all participants for activity success and safety. If campers are late and the activity has left the Camp CB drop-off area, participants will be charged for that day's activity and will be unable to participate.

Initialed \_\_\_\_\_ on this date \_\_\_\_\_

**SKI AREA & SUMMER ACTIVITY  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY  
AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!  
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

1. I understand that each person participating in the Activity is a "Participant." I am signing this on my own behalf and, if a Participant is under the age of 18 (US) or 19 (Canada), I am signing as that Participant's parent or legal guardian.

2. I understand that certain recreational activities, including but not limited to, zip lines, resort or vehicle tours, road or mountain biking, bicycle racing or competing, using a bike park, water sports (including boating, paddleboarding, canoeing, fishing, and swimming), simulated skiing, tubing, sledding, roller/ice skating, climbing/rock walls, ropes/challenge courses, alpine slides, alpine coasters, rebound trampolines, hiking, sightseeing, slack lines, bounce houses, laser tag, orienteering, disc golf, golf, archery, geocaching, merry-go-round, use of golf carts, scooters and other motorized vehicles as well as other recreational activities, whether guided, instructed, self-directed or otherwise, including but not limited to, use of the ski area facilities, walkways, or chairlifts/gondolas for any reason (the "Activities"), **CAN BE HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH.**

3. I understand that all Activities carry certain risks, inherent and otherwise, including but not limited to, injury or death caused by: falling or loss of balance; loss of control; high speeds; strenuous activity; equipment failure (including unexpected loss of braking or handling) or improper use; the natural rugged environment; wildlife; and the negligence of the activity operator, instructor, or other participants. In addition, each Activity carries certain unique risks, which include but are not limited to, injuries or death caused by: (a) collisions or entanglements with other people, ropes/cables, equipment and natural or manmade objects, (b) forest growth/downed timber, rocks, loose gravel, streams, creeks, holes, potholes, debris and other rugged, steep, slippery, or otherwise dangerous terrain, (c) high altitude and extreme weather, (d) open water, capsizing, swimming, drowning, and cold water immersion, (e) vehicle collisions, driver error and rollovers, (f) other natural or constructed features, such as bike park terrain features, bridges, ramps, berms, and bumps, (g) misloading, entanglements, or falls from chairlifts/gondolas, and (h) trail configuration, unmaintained or unmarked trails/roads, or trail obstructions. I understand that the description of the risks in this agreement is not complete and voluntarily choose for participant to participate in and **EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS** resulting therefrom, whether or not described here, known or unknown, inherent or otherwise.

4. I expressly acknowledge that: (a) Participant has been informed of and understands all rules and regulations of participation in the Activity; (b) Participant is responsible for understanding and complying with all signage, including instructions on use of the lifts; (c) Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts; (d) equipment and obstacles may be encountered at any time; (e) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity; (f) **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity; (g) **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS.**

5. I agree to accept any equipment **"AS IS"** and **WITH NO WARRANTIES**, express or implied. I agree that the Participant listed on this form will be the only person using the equipment and will not use it until Participant has received and understands instructions on its use and function.

6. Additionally, in consideration for allowing the Participant to participate in the Activity, **I AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR NW Holdings, Inc., VR NE Holdings, LLC, VR CPC Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, the United States, Her Majesty The Queen In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF 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 OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE *OCCUPIERS LIABILITY ACT*. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, **I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

7. **I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER**

ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any associated costs.

9. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that **exclusive jurisdiction** of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

10. If a minor/child/infant Participant is participating in the Activity, I represent that I am the minor/child/infant Participant's parent or legal guardian and that **I VOLUNTARILY GRANT PERMISSION FOR HIM/HER TO TAKE PART IN THE ACTIVITY. I** acknowledge that I am signing this release on behalf of the minor/child/infant and that **THEY SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.** If my child is participating, I also acknowledge that: (a) I have spoken to my child about the Activity; (b) my child understands and appreciates the risks of participating in the Activity; and (c) my child is voluntarily participating in the Activity. By signing this agreement without a parent or guardian's signature, I represent that I am at least 18 years old (US) or 19 years old (Canada). **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES,** arising from any misrepresentations in or fraudulent execution of this agreement.

11. **USE OF A HELMET IS STRONGLY RECOMMENDED.** I understand that **A HELMET IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that biking and other activities can expose the user to forces that exceed the limits of protection provided by a helmet.

12. I understand that this Agreement will apply for each and every day Participant engages in any Activity during the applicable operating season. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my and my child's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

13. By participating in the Activity, I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

MINOR / CHILD / INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR #1 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	MINOR #3 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)
MINOR #2 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	MINOR #4 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)

ADULT PARTICIPANT & SIGNATURE OF PARENT/GUARDIAN – Required to Complete, Sign & Date Below

ADULT / PARENT / GUARDIAN #1 – Last Name, First Name, M.I.	Date of Birth (MM-DD-YYYY)	X	SIGNATURE	DATE
ADULT / PARENT / GUARDIAN #2 – Last Name, First Name, M.I.	Date of Birth (MM-DD-YYYY)	X	SIGNATURE	DATE
ADDRESS – Street Address / Mailing Address	City	State / Province	Zip / Postal Code	Contact Phone #
EMERGENCY CONTACT	RELATION	PHONE NUMBER		

E-MAIL ADDRESS (Give us your email address to receive alerts, resort news, exclusive offers & more.)

CHILDREN'S DAY CAMP & CHILD CARE

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!**  
**THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

1. My child is participating in a recreational day camp and/or child care. I understand that participation involves a number of recreational activities, which may include zip lining, rock climbing, ropes/challenge courses, bungee trampoline, road or mountain biking, using a bike park, rollerblading, kayaking, canoeing, rafting, paddle boarding, hiking, golfing, frisbee golfing, archery, horseback riding, caving, rock climbing, swimming, ice skating, camping, field trips, transportation by motor vehicle, martial arts, archery, laser tag, petting zoo, bounce houses, miniature golf and other recreational activities (the "Activity"). I understand that **PARTICIPATING IN THE ACTIVITY AND USING SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE, CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**
2. I ACKNOWLEDGE THAT THIRD PARTY VENDORS, NOT AFFILIATED WITH THE RESORT, MAY PROVIDE AND OPERATE MANY OF THE ACTIVITIES AND THAT THE RESORT MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THESE PROVIDERS.
3. I EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS associated with the Activity. I understand that the risks and dangers include, but are not limited to: the negligence of other participants and instructors; falling; equipment malfunction; sharing the facilities with others; not following the direction of the Activity provider or third party vendor's personnel; high speeds; slick or uneven surface conditions; variations in slope, surface and subsurface terrain; rugged mountainous terrain; bumps; stumps; forest growth; downed timber; rocks of various sizes; course and venue configuration and/or conditions; marked and unmarked obstacles; varying conditions; collisions or accidents when traveling by vehicle to/from an activity site; contact with wild animals or allergens; becoming lost or separated; forest and/or other fires; lightning, snow, storms and other adverse weather; strenuous activity; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; and altitude sickness.
4. IN CONSIDERATION FOR MY CHILD BEING ALLOWED TO PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Vail Resorts, Inc., The Vail Corporation, each of their parent and affiliated companies and subsidiaries, the United States, the resort owner/operator, land owner, equipment manufacturer, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM 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 Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** (including failure to take reasonable steps to protect against the risks of the Activity) **OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGASINT THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. I TAKE FULL RESPONSIBILITY FOR ANY INJURY OR LOSS** to me or my child, including death, which I or my child may suffer, **ARISING IN WHOLE OR IN PART OUT OF THE ACTIVITY.**
- I AGREE TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT BY ME, ON MY CHILD'S BEHALF, OR AS A RESULT OF MY CHILD'S PARTICIPATION IN THE ACTIVITY.
- In consideration for allowing my child to participate in the Activity, I **FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT MY CHILD OR I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS**, including those of which I am not aware, those not mentioned in this release and those resulting **FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**
5. I represent that my child is in good health and has no special problems with his or her physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for my child which may be necessary and agree to be fully responsible for any associated costs.
6. I agree that **ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE** or federal court sitting in the district where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).
7. I represent that I am the parent or legal guardian of the child listed below and **VOLUNTARILY GRANT PERMISSION FOR MY CHILD TO TAKE PART IN THE ACTIVITY.** I acknowledge that I am signing this release on behalf of my child and that my child **ALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**
8. I understand that this release shall apply during every time my child participates in the Activity during the season and that this release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my and my child's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below**

MINOR #1 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	MINOR #2 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)
MINOR #3 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	MINOR #4 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)

**PARENT/GUARDIAN INFORMATION – Required to Complete, Sign & Date Below**

PARENT/GUARDIAN – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	X	SIGNATURE OF PARENT/GUARDIAN	DATE
EMERGENCY CONTACT (print)	RELATION		PHONE NUMBER	



**CERTIFICATE OF IMMUNIZATION**[www.coloradoimmunizations.com](http://www.coloradoimmunizations.com)**COLORADO**  
Department of Public  
Health & Environment

Colorado law requires this form to be completed by a school health authority or health care provider for each immunized student attending Colorado schools.

6 CCR 1009-2 The Infant Immunization Program and Immunization of Students Attending School: Schools shall have on file an official immunization record for every student enrolled.

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Parent/guardian: \_\_\_\_\_

**Required vaccines**

Each immunization date MM/DD/YY

Titer date

Hep B Hepatitis B							
DTaP Diphtheria, Tetanus, Pertussis (pediatric)							
DT Diphtheria, Tetanus (pediatric)							
Tdap Tetanus, Diphtheria, Pertussis							
Td Tetanus, Diphtheria							
Hib Haemophilus influenzae type b							
IPV/OPV Polio							
PCV Pneumococcal Conjugate							
MMR Measles, Mumps, Rubella							
Measles							
Mumps							
Rubella							
Varicella Chickenpox							

Varicella date of disease	
Varicella positive screen date	

**Recommended vaccines**

Each immunization date MM/DD/YY

HPV Human Papillomavirus						
Rota Rotavirus						
MCV4/MPSV4 Meningococcal						
Men B Meningococcal						
Hep A Hepatitis A						
Flu Influenza						
Other						

Optional review signature by the school health authority or health care provider  
I have reviewed this immunization record

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Optional) TO BE COMPLETED BY PARENT/GUARDIAN/ADULT STUDENT

I authorize my/my student's school to share my/my student's immunization records with state/local public health and the Colorado Immunization Information System, the state's secure, confidential immunization registry.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Disabled Sports USA Waiver & Release of Liability Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this Disabled Sports USA Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA, Adaptive Sports Center of Crested Butte, Inc., and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

**In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Adaptive Sports Center of Crested Butte, Inc. related events and activities, the Undersigned ("Undersigned" means the Participant or the Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:**

**1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

**2. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in any Disabled Sports USA/ Adaptive Sports Center of Crested Butte, Inc. events or activities or the Participant's presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in such events or activities or the Participant's presence on or travel to the premises where such events or activities take place.

**3. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a

helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

**4. Medical Treatment.** Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**5. Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Gunnison County, CO; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.**

<b>Participant's Signature</b>	<b>Participant's Name (please print clearly)</b>	<b>Date</b>

## **FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED**

Undersigned parent, or legal guardian, or legal representative 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 minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

<b>Minor's DOB</b>	<b>Parent/Legal Guardian or Representative Signature</b>	<b>Parent/Legal Guardian or Representative Name</b>	<b>Relationship</b>	<b>Date</b>

## Disabled Sports USA Media Release Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. "Released Parties" include Disabled Sports USA, Adaptive Sports Center of Crested Butte, Inc. and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

### MEDIA RELEASE FORM

**MEDIA/PHOTO WAIVER:** Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant's Signature	Participant's Name (please print clearly)	Date

### FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative 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 minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor, or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

Minor's DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date



**ACTIVITY WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**  
**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

- Definitions.** The person who is participating in rafting, kayaking or fishing 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. "Released Parties" mean Three Rivers Outfitting, Inc. (hereinafter "3RO"), Three Rivers Resort, Inc. (hereinafter 3RR) or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in rafting, kayaking, fishing, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site.
- Risks of Activity.** 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: choice of rafting course, negligence of rafting, kayaking or fishing guides, changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, jumping off rocks, carrying rafts and other equipment, entrapment of feet or other body parts under rocks or other objects, impact with equipment, rocks, debris, other people or manmade obstacles, equipment failure, dehydration, sunburn, driving to and from the Activity site, and mental distress from exposure to any one of the above. 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.
- Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the activity, the Undersigned agree as follows:
  - Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and /or breach of contract.
  - Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.
  - Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, 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 PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.
- Minor Acknowledgment.** In the case of a minor Participant, 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 minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.
- Medical or Physical Condition and Medical Care.** Undersigned assumes the risk of any medical or physical condition Participant may have. Please list any such physical or medical condition here

Undersigned acknowledge that in the event of an injury or accident, rescue and medical treatment may not be immediately available. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

- Photographic and Video Imagery.** Undersigned agrees that 3RO, 3RR and persons authorized by them, may use such imagery of Participant taken during the Activity in promotional materials. Undersigned further agrees that any such imagery taken by the Participant, at the request of 3RO or 3RR, must provide such imagery to 3RO or 3RR.
- Miscellaneous.** The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) 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 intent of the Undersigned's that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**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 legal rights that otherwise may exist. I acknowledge that I have had an opportunity to ask questions regarding this release form.**

Printed Name of Participant \_\_\_\_\_ Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

***Must complete for participants under the age of 18.***

Minor's Name(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Printed name of parent/legal guardian \_\_\_\_\_ Signature of parent/legal guardian \_\_\_\_\_ Date \_\_\_\_\_