

FRISCO PENINSULA RECREATION AREA

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

Read Carefully. This is a release of liability and waiver of legal rights.

1. Definitions. The person or persons who are participating in snow tubing, using the ski and ride hill, terrain park or ski jump, or taking part in any event or activity at the Frisco Peninsula Recreation Area shall be referred to hereinafter as "Participant".

2. Risks of Activity. The Undersigned 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 UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES.

3. Duties of Participant. The 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.

4. Release and Indemnification: In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and 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 the Activity, 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) agree 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 the Activity.

5. Minor Acknowledgment. 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.

6. Medical Care. Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed.

7. Media. The Undersigned hereby grant Released Parties the absolute and irrevocable worldwide right, license and permission, without any additional cost, to use Participant's name, likeness, image, voice, and audio footage or film (collectively referred to as "Media") obtained during Participant's participation in the Activity.

8. Miscellaneous. The Undersigned agree: (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 Summit County, Colorado, (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; and (d) the singular form of the word Participant herein shall be deemed to include the plural form.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Adult Participant/Parent or Guardian X Signature Date

Minor Participants

Minors Printed Name Minors Printed Name Minors Printed Name Minors Printed Name

Address Telephone

Email Emergency Contact: Printed Name/Relation Telephone