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". 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 one or more Participant is under the age of 18. "Released Parties" mean TOWN OF FRISCO or any of its successors, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, and officials. The "Activity" means taking part in snow tubing; skiing; snowboarding; jumping; riding on the lift; taking part in events and activities at the Frisco Peninsula Recreation Area; or using the tubing hill, the ski and ride hill, the terrain park, the day lodge and/or any of the other facilities of the Frisco Peninsula Recreation Area for any purpose.

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 risks and dangers of the activity include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; visibility; collisions; falling off the tube; slipping; tripping; terrain park features; jumps; becoming inverted; improper use of equipment; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others.

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. 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 PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

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. Participant acknowledges that he/she has 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. Participant acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Participant understands that entering or skiing in a "CLOSED" area is illegal.

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. 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.

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. Undersigned agree to pay all costs associated with such medical care and related transportation.

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. The Undersigned hereby agree that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Participant's image so obtained shall be owned exclusively by Released Parties. Undersigned understand and agree that as owner of any such Media, Released Parties shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned release Released Parties from any and all claims and demands arising out of or in connection with the use of such Media.

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.

_____ X_____

Printed Name of Adult Participant/Parent or Guardian Signature Date

_____ _____

Address Telephone

_____ _____

Email Emergency Contact: Printed Name/Relation Telephone

Minor Participants (Up to 4 minors listed)

_____ _____ _____ _____

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