

MONARCH MOUNTAIN RACING AND SPECIAL EVENT RELEASE 2005-2006

ADULT AND CHILD 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 taking part in race events, race training, special events 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 parents or legal guardians when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in skiing, snowboarding, race training, competition and/or using ski area facilities, including the lifts, for any purposes (hereinafter the "ACTIVITY") 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 ACTIVITY, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles; rugged mountainous terrain; slick or uneven riding and walking surfaces, surfaces covered with ice and snow; strenuous activity; high altitude; running courses, other training on and off snow, drills and exercises; and free skiing. PARTICIPANT understands and acknowledges he/she has been informed and understands all rules and regulations of participation in the ACTIVITY. Pursuant to Colorado law, 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 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. THE UNDERSIGNED also understands and agrees that the PARTICIPANT, even if a minor may use **SKI LIFTS WITHOUT AN ADULT PRESENT.** THE UNDERSIGNED also understand that **THE PARTICIPANT MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.** THE UNDERSIGNED understand that snowmobiles, snow-grooming and ACTIVITY preparation equipment may be encountered at any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY.

THE UNDERSIGNED agree with the premise that the PARTICIPANT is a competitor at all times, whether practicing for competition or in competition. THE UNDERSIGNED understand that the PARTICIPANT has the opportunity to inspect the ski/snowboard training course and/or competition course prior to participating in the ACTIVITY 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 ACTIVITY.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY, MONARCH MOUNTAIN** its affiliated organizations and companies, the USDA Forest Service, and their insurance carriers, their respective 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 ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** 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 ACTIVITY.

THE UNDERSIGNED understand and agree that **at the scheduled end time for coaching, the PARTICIPANT is no longer considered a participant in the racing team program, and if applicable, that the parent or legal guardian is responsible for picking up their minor PARTICIPANT at the allocated time.** MONARCH MOUNTAIN is not responsible for accidents that may occur after completion in the ACTIVITY.

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

