

MONARCH MOUNTAIN 2017/2018 Assumption of Risk, Release of Liability, and Indemnity Agreement

The purpose of this agreement is to exempt, waive, and release Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to liability arising from the negligence of Released Parties; and transfer the risk of loss arising out of the participation in the Activities to the Participant or person executing this agreement.

“Released Parties” mean PowderMonarch LLC a/k/a Monarch Mountain, the United States Forest Service and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and equipment manufacturers and distributors.

“Activity” and “Activities” mean skiing, snowboarding, touring, uphill and snowcat access, training, racing, and ski/ride instruction; participation in competitions, races, and any other events offered by Released Parties or their sponsors; and/or using for any purpose the Released Parties’ permit area, property, facilities, buildings, features, amenities, parking lots, sidewalks, or equipment, including, but not limited to chairlifts, surface lifts, busses, vans, and/or rental equipment.

“Me”, “Myself”, and “I”, means the adult, being at least 18 years old, who is accepting these terms on behalf of Myself and, if applicable as a result of my purchase of frequency or pass products, tickets, admissions, lessons, rentals for others, on behalf of a minor and/or other adult. “Minor” means the minor Participant. The person actually taking part in the activity is referred to as “Participant”.

In consideration of being allowed to participate in the Activities, on behalf of Myself and all other Participants, I agree as follows:

1. Participating in the Activity is hazardous and involves the risk of physical injury or death. The dangers and risks of the Activities include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; avalanches; cornices; moguls; jumps; ice; variations in terrain; design and condition of man-made facilities, terrain features, or race venues; terrain selection of an instructor; downed timber and other forest growth; tree stumps and wells; rocks and debris; marked and unmarked obstacles; collisions; equipment failure, malfunction, or misuse; collisions or encounters with snowmobiles, snowcats and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; and limited access to and/or delay of medical attention. I 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 Released Parties.

2. By signing this Agreement, I, on my own behalf and, if applicable, on behalf of Minor and adult Participant(s), acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and not sue or file any actions or claims against Released Parties that are based on, arise or result from, in whole or in part, participation in any Activities, including, but not limited to negligence and premises liability claims; (3) 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.

3. I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on line and broadcast presentations of any sort.

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

5. By accepting this Agreement on behalf of any Participants other than Myself, I am representing that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from the other adult Participants to accept the terms of this Agreement on each of their behalf, and that by doing so, I am agreeing to be personally responsible for any claims brought by any other Participant, should they refuse to accept the terms of this Agreement.

6. Passes and tickets are not transferrable and may not be resold. Passes and tickets may be confiscated and not re-issued if, in the sole judgment of the Released Parties the Participant: a) acts in a manner that could endanger the safety of any person; b) violates the law; c) provides ski lessons or related services for compensation; or c) engages in fraud or misconduct or creates a nuisance. Re-issued passes may be subject to a replacement fee. I agree to immediately notify the ski area operator and authorities if the pass is lost or stolen and that failure to do so may result in loss of skiing privileges. I also understand and acknowledge that this pass is non-refundable.

7. This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Released Parties’ authorized representative. All claims arising from or related to any Activity by Participant, including for injury to person or property and/or death shall be governed by Colorado law, without regard to conflicts of law principles, and that exclusive jurisdiction shall be in the District Court residing where the alleged incident occurred or in Federal Court for the District of Colorado. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

8. In the event that the Participant purchased services that encompass the Activity, prior to being presented with this waiver, Participant will be offered a full refund of paid amounts, for said services, if the Participant does not agree to sign the waiver, and will not be allowed to participate in the Activity.

I agree that a scanned image of this Agreement is as enforceable as the original copy.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF MYSELF AND PARTICIPANT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE BY SIGNING BELOW AND/OR I ACCEPT IT BY USE OF THE ACTIVITIES.

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

Date

Printed Name of Participant

Signature of Participant

Printed & Signature of Name of Parent/Legal Guardian #1

Printed & Signature of Name of Parent/Legal Guardian #2

Address

Telephone

Email

Emergency Contact: Printed Name/Relation Telephone