

SKI COOPER



SKI & RIDE SCHOOL ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The adult or child who is participating in Ski & Ride School shall be referred to hereinafter as "STUDENT". "THE UNDERSIGNED" means only the STUDENT when the STUDENT is age 18 or older **OR** it means both the STUDENT and the STUDENT'S parent or legal guardian when the STUDENT is under the age of 18. THE UNDERSIGNED agree and understand that taking part in Ski & Ride School, skiing, snowboarding, and using ski area facilities, including the lifts, buildings, base areas, parking lots, premises, and any other facilities, for any purpose (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 Cooper Hill Ski Area, Inc. (dba "Ski Cooper") (hereinafter 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 STUDENT, 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; variations in terrain; and the failure of skiers to ski within their own abilities.

THE UNDERSIGNED further agree and understand the risks associated with the ACTIVITY, and in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain, strenuous activity, high altitude, drills, exercise, free skiing, snowmobiles, snowcats, and other vehicles. Pursuant to Colorado law, the STUDENT assumes responsibility of maintaining control at all times while engaging in the ACTIVITY. The STUDENT is responsible for reading, understanding, and complying with all signage and directions, including instruction on the use of the lifts. THE UNDERSIGNED recognize that the STUDENT must have the physical dexterity to safely load, ride, and unload the lifts. The STUDENT assumes the risk of riding the lifts and engaging in activities accessible from the lifts. THE UNDERSIGNED also understand and agrees that the STUDENT may use **SKI LIFTS WITHOUT A SKI SCHOOL INSTRUCTOR OR OTHER ADULT PRESENT. STUDENT MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.** THE UNDERSIGNED understand that snowmobiles, and snow-grooming equipment may be encountered and any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. In consideration for allowing the STUDENT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUMES ALL RISKS** associated with the STUDENT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY the SKI AREA, SKI COOPER'S SKI & RIDE SCHOOL, SKI COOPER'S CHILDREN'S SKI SCHOOL,** its affiliated organizations and companies, and their respective insurance carriers, 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 STUDENT'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 if they **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, as well as **REPAY ANY AND ALL LEGAL AND ATTORNEY'S FEES AND COSTS** to each RELEASED PARTY which may arise from any related lawsuit.

SKI COOPER recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understands that helmets may reduce or mitigate the severity of head injuries to the STUDENT, but are in no way a guarantee of safety. THE UNDERSIGNED recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

(continued on the other side)

