

WAIVER, RELEASE AND INDEMNITY

HOWLER ALPINE SLIDE Howelsen Hill Park Steamboat Springs, Colorado

THIS IS A RELEASE OF LIABILITY. PLEASE READ BEFORE SIGNING.

I desire to ride the Howler Alpine Slide and/or participate in other activities that may be accessed from the lifts at Howelsen Hill Park (the "Activity"). I acknowledge that participating in the Activity is **HAZARDOUS** and involves the **RISK OF SERIOUS BODILY INJURY, DEATH and PROPERTY DAMAGE**. Risks and hazards include both inherent risks and non-inherent risks including, without limitation, loading/unloading lifts, slips and falls, altitude sickness, changing weather conditions, changing track conditions, leaving the track, flipping over in the track, collisions with natural objects, man-made objects or other participants, mechanical failure, and operator error. I am freely signing this Waiver, Release and Indemnity in consideration of being permitted to participate in the Activity. For myself, my personal representatives, heirs, successors and assigns, I acknowledge, agree and represent:

1. I have read and will follow all posted signs and verbal instructions of staff. I agree to remain alert to all hazards and to act in a careful and prudent manner at all times. I understand that the Alpine Slide is a user-controlled device, that the sled can tip over or may leave the track, and that injuries may result. I agree to keep the sled under control at all times. I acknowledge that I may be prohibited from participating in the Activity if, in the sole judgment of management, I commit any act which endangers myself or others or cause any disturbance or nuisance. I am in good health and in appropriate physical condition to participate in the Activity. I will not participate in the activity while under the influence of alcohol or drugs.

2. I hereby **RELEASE** and **WAIVE** any and all **RIGHTS, CLAIMS AND ACTIONS** for any **INJURIES, LOSSES, DAMAGES, COSTS AND EXPENSES** of any nature I have or may acquire against all parties involved in the Activity including, without limitation, Community Slide, Inc., the Steamboat Springs Winter Sports Club, Inc., the City of Steamboat Springs, the Steamboat Springs Winter Sports Club Foundation and their respective owners, directors, members, officers, volunteers, agents, representatives, contractors, consultants, engineers and their employees (collectively, "Operators") which in any way arise out of or relate to my participation in the Activity, including, without limitation, any claims based on **NEGLIGENCE OR BREACH OF WARRANTY**. **FURTHER, I AGREE NOT TO SUE FOR ANY OF THE FOREGOING**. The foregoing waiver, release and covenant to not sue includes, without limitation, any and all responsibility or liability whatsoever any Operator may have for **PERSONAL INJURY, DEATH, PROPERTY DAMAGE or OTHER LOSS OR DAMAGE** I may suffer from any cause whatsoever related to my participation in the Activity, including the actions or inactions of spectators or other participants.

3. I **ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS OR DAMAGE I MAY SUFFER OR CAUSE** while participating in the Activity, whether due to the **NEGLIGENCE** of Operators or any other party or from any other cause. I agree to **DEFEND, INDEMNIFY AND HOLD OPERATORS HARMLESS** from any and all liability, damage, cost or expense (including but not limited to attorney and witness fees) which may be incurred or suffered by them on account of any claim for death, personal injury, property damage or any other damage resulting from my participation in the Activity.

4. This Waiver, Release and Indemnity is intended to be as broad as permitted by law. In the event any provision is overly broad, invalid or unenforceable, such provision may be reduced in scope by the minimum amount necessary to make it valid and enforceable, and in any event the remainder of this Waiver, Release, and Indemnity shall continue in full legal force and effect.

5. Community Slide, Inc. is granted irrevocable permission to use and own the copyright to any photograph, video tape or other likeness of me and/or the Child taken while participating in the Activity and authorize Community Slide, Inc., to use my name and the Child's name in any medium and for any purpose related to the Activity.

All disputes arising from participation in the Activity, including any claims for personal injury, death or property damage, will be governed by the internal laws of the State of Colorado and exclusive jurisdiction thereof will be in Routt County, Colorado, or the federal courts in the State of Colorado.

I UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY IS A RELEASE OF ALL CLAIMS. I HAVE READ AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY, AND FURTHER, AGREE THAT NO WRITTEN OR ORAL REPRESENTATIONS OR OTHER INDUCEMENTS NOT SET FORTH ABOVE HAVE BEEN MADE TO ME TO OBTAIN MY AGREEMENT TO THE FOREGOING. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, OR THAT IF NOT, MY LEGAL GUARDIAN HAS ALSO SIGNED THIS WAIVER, RELEASE AND INDEMNITY.

Date: _____

Signature of Participant

Printed Name of Participant

Signature of Participant

Printed Name of Participant

CHILDREN/MINORS

The undersigned is executing this Waiver, Release and Indemnity on behalf of a minor (under 18 years of age) (the "Child"), and the following additional provisions shall apply:

- a. I am the parent and/or legal guardian of the Child and have authority to sign this document on the Child's behalf;
- b. My choice to sign this document is based upon a voluntary and informed decision;
- c. The Child is in good health and appropriate physical condition to participate in the Activity;
- d. I accept responsibility to ensure that the Child abides by this Waiver Release and Indemnity and engages in the Activity in a safe manner;
- e. I agree to defend, indemnify and hold Operators harmless from any and all liability, damage, cost or expense arising from claims brought by or on behalf of the Child or by any other party arising from or related to the Child's participation in the Activity, except those based upon the willful and wanton acts or omission, a reckless act or omission, or a grossly negligent act or omission of Operator; and
- f. I am signing this Waiver, Release and Indemnity on my own behalf and on behalf of the Child, and acknowledge that both the Child and I will be bound by this Waiver, Release and Indemnity.

Printed Name of Child

Printed Name of Child

Printed Name of Child

Printed Name of Parent or Legal Guardian

Printed Name of Child

Printed Name of Child

Signature of Parent or Legal Guardian
(if Participant is under 18 years of age)

Printed Name of Child