

LOVELAND SKI AREA CHILDREN'S CENTER

PARENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The Child participating in the Children's Center program shall be referred to hereinafter as the "Child." The Undersigned (hereinafter "Undersigned") means the parent or legal guardian of the Child. The Undersigned has the right to make decisions concerning the care, custody, and control of the Child. The Undersigned agree and understand that the Child's participation in the Loveland Child Care Center (hereinafter referred to as "Children's Center") and other uses of the ski area facilities, for any purpose, (hereinafter the "Activity") **CAN BE HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. 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 dangers and risks of skiing and understand that the Child, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Interaction with other children; snow play, taking field trips by walking or by use of ski area or public transportation; playing, eating and/or sleeping in a child care environment; falling; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Child's improper use of equipment; Child's use of his/her own personal equipment; Child's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Child or another acting in a negligent manner that may cause and/or contribute to injury to Child or others; Child's failure to comply with instructions; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Child's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Child assumes the responsibility of maintaining control at all times while engaging in the Activity. Child must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Child assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a Child may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR CHILD TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for allowing the Child to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Loveland Ski Area or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Child, including death, which Child may suffer, arising in whole or in part out of Child's participation in the Activity. By agreeing not to sue, the Undersigned are **releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Child's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

7. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Child's participation in the Activity.

8. In consideration for allowing Child to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Child's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF CLEAR CREEK COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

9. The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the Child and that the Child shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a Child, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the Child that the Child otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the Child would not be permitted to participate in the Activity.

10. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Date: _____

Child Name: _____

Signature of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #2

Printed Name of Parent/Legal Guardian #1

Printed Name of Parent/Legal Guardian #2

Email Address: _____

CHILD'S NAME: _____ Birth Date _____ Age _____

CHILD'S ADDRESS: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

1st PARENT OR GUARDIAN: (circle one)

2nd PARENT OR GUARDIAN: (circle one)

Name _____

Home Address _____

Phone _____

Employer _____

Work Address _____

Phone _____

Cell/Pager _____

Name _____

Home Address _____

Phone _____

Employer _____

Work Address _____

Phone _____

Cell/Pager _____

IN CASE OF EMERGENCY

Contact - NOT AT THE AREA (Required):

Name _____ Relationship _____

Address _____ Phone _____

Dentist _____ Address _____ Phone _____

Doctor _____ Address _____ Phone _____

Children Hospital Other: Hospital _____
 1056 E 19th Ave. Address: _____
 Denver CO 80218 Phone: _____
 303-861-888

Special Instructions: _____ Food or Medical Allergies: _____

Loveland will apply Coppertone Waterbabies SPF 50 to face and arms. Int _____

From time to time videos (Rated G only) will be shown in the Children's Center. Int _____

I authorize Loveland Ski Area to proceed with emergency medical attention in the event that I cannot be reached. Int _____

My child has my permission to participate in any outdoor activities deemed suitable by the Children's Care Center staff. Int _____

Other person(s) authorized to remove child from the center:

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Signature of Parent/Guardian

Date