

**RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS**  
**READ CAREFULLY BEFORE SIGNING**

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.**

**WINTER PARK RESORT 2016 SUMMER ACTIVITY**

The participant identified below being at least 18 years old has read and signed this Agreement, or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian, has read this agreement and has signed it on behalf of him/herself and the Minor. The adult participant or the Minor's parent or legal guardian, will be referred to herein as "Adult," and Adult and Minor are collectively referred to as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the Activities at Winter Park Resort (the "Resort"), including but not limited to those described below (collectively "Activities", individually an "Activity"). **Undersigned understand and agree that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability, and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.**

**UNDERSIGNED ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT UNDERSIGNED IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS.**

Undersigned understand and agree that all outdoor Activities at the Resort and especially those conducted in a high alpine environment, involve certain dangers and risks that can lead to serious injury and even death. Such dangers and risks include, without limitation, reduced oxygen in the air, rapidly changing weather conditions, exposure to the sun, rain, snow, hail and lightning, falling limbs and trees, wildlife encounters, steep slopes, uneven terrain, loose rocks and gravel, slippery conditions and risks involved with rescue operations and/or medical care conducted by Resort personnel. If the Activity involves riding a lift, prior to such use, Participant must have the knowledge and ability to load, ride and unload safely. **Adult understands and agrees that Minor may be riding the lift not accompanied by an adult and hereby give permission for the Minor to do so. Adult agrees that that he/she will and will instruct and direct Minor to abide by the rules and regulations of the Resort and to follow instruction and direction from Resort staff.** Undersigned further understand and agree that certain of the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, in addition to those stated herein above and some of those risks are described below. **Undersigned nonetheless understand and agree that Undersigned is accepting all of the risks involved in all Activities available at the Resort and not just the Activities and risks described both above and below.**

**ACTIVITIES**

**HIKING/GEOCACHE**

Hiking and geocaching are **HAZARDOUS** activities that involve risks including but not limited to exposure to the elements, hypothermia, overexertion, dehydration, the possibility of becoming lost or disoriented, uneven and unstable footing, the possible occurrence of landslides and flash flooding, skin irritations and illness due to contact with plants, dangers caused by other persons engaged in similar activities, misuse or careless use of equipment, and equipment failure.

**CLIMBING WALL**

The climbing wall is a **HAZARDOUS** activity that involves risks including but not limited to falling, failure of equipment and/or rope or cable failure, improper use of equipment, failure to listen to instructions, loose holds, slipping and falling.

**BUNGEE/  
GYROXTREME**

Bungee, trampoline jumping and GyroXtreme are **HAZARDOUS** activities that involve risks including but not limited to failure of equipment, improper use of equipment, failure to listen to instructions, slipping and falling or becoming tangled in a bungee while jumping.

**ALPINE SLIDE**

Alpine Slide is a **HAZARDOUS** activity that involves risk or injury, permanent disability or death resulting from riding and/or use of equipment and its potential for unexpected failure or misuse. **The Alpine Sled is an operator-controlled device. It is the rider's obligation to maintain control at all times while riding the Alpine Slide.** Undersigned understand and agree that collisions may occur with other riders, both from behind or by Participant with riders in front of Participant, or with wildlife that may get onto the track. Excessive speed, overtaking other riders, and movement made by riders while the sled is in motion presents an increased risk of injury to Participant or others for which Undersigned may be held responsible. Skin contact with the track while the Alpine Sled is in motion can cause severe, painful and permanently scarring burns.

**SCENIC LIFT RIDES/  
PUTTING  
COURSE/DISK  
GOLF/THE MAZE**

Scenic chairlift rides and on-mountain Disk Golf are **HAZARDOUS** activities that involve risk or injury, permanent disability or death related to use of equipment and its potential for unexpected failure or misuse. Risks associated with Disk Golf and the Putting Course also include flying disks and golf balls, and golf clubs being swung by other Participants. The Maze, Putting Course and Disk Golf may also involve strenuous physical activity that may be hazardous to some people due to their physical condition and the high altitude at which the Activities are held.

**BOUNCY SNOWCAT**

The Bouncy Snowcat is a **HAZARDOUS** activity that involves risks including but not limited to falling, being thrown from the equipment, failure of equipment and/or improper use of equipment, slipping, and being hit, punched and/or receive blows from other participants engaged in the Activity and the equipment.

Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities and that death may result. Nonetheless and with full knowledge and understanding of the above risks and dangers involved in the various Activities, Undersigned voluntarily elects to participate, or voluntarily allow Minor to participate in the Activities. **UNDERSIGNED REPRESENT THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO PARTICIPATE IN THE ACTIVITIES AND WILL AT ALL TIMES PARTICIPATE WITHIN HIS/HER ABILITY.**

By signing this Agreement, Adult on his/her own behalf and, if applicable, on behalf of Minor, acknowledges the risks and dangers associated with

the Activities and the use of the facilities of the Resort generally and, as a condition to Participant engaging in the Activities, agrees 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, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS against Intrawest/Winter Park Operations Corporation, Intrawest Resorts Holdings, Inc., The City and County of Denver, Winter Park Recreational Association, Winter Park Village Company Master Association, Inc., the United States, each of their insurance carriers, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents, and any Activity sponsor, equipment manufacturer and distributor (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in the Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and costs, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

Adult authorizes the Resort and/or its authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Adult agrees that upon Participant's transport to a facility or hospital that the Resort and its personnel shall not have any further responsibility for Participant. Adult also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Adult at the earliest possible time in the event such Care is undertaken for a Minor. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resort to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Minor to pay all costs associated with such Care and transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

Undersigned gives the Resort permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sublicense such material for any purpose in promoting the Resort or related activities of the Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

Adult agrees for him/herself and Minor, if applicable, that ALL claims arising from or related to any Activity, 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 in Grand County or in Federal Court for the District of Colorado. **UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

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. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**PRINT Name of Adult Participant and/or as Parent/Legal Guardian for Minor Participant(s)**

**Signature of Adult Participant and/or as Parent/Legal Guardian for Minor Participant(s)**

\_\_\_\_\_  
Adult's phone (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Adult's Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

**Minor Participant(s) (If Any):**

_____ PRINT Name of Minor Participant	_____ Participant's Date of Birth
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