

## PURGATORY RECREATION I, LLC DBA PURGATORY RESORT

### WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

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

1. The person who engages in downhill and uphill mountain biking, including any race or lesson, during the **ROCKY MOUNTAIN RACE SERIES** or other events, or activities related thereto, at Purgatory Resort shall be referred to hereinafter as "**PARTICIPANT**". "**THE UNDERSIGNED**" means only the **PARTICIPANT** when the **PARTICIPANT** is age 18 or older **OR** it means both the **PARTICIPANT** and the **PARTICIPANT's** parent or legal guardian when the **PARTICIPANT** is under the age of 18. **THE UNDERSIGNED** agree and understand that mountain bike riding and downhill biking, including but not limited to **biking the MOUNTAIN BIKE TRAILS and DOWNHILL COURSE, COMPETING IN EVENTS**, riding the **SCENIC CHAIRLIFT, HIKING AND CLIMBING IN MOUNTAIN TERRAIN** whether self-guided or with guide, climbing on **NATURAL ROCK**, and riding in **RESORT VEHICLES**, for any purpose (hereinafter the "**ACTIVITY**") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**.

2. The Undersigned represent that Participant has the physical and emotional ability to participate in the **ACTIVITY** and agree and understand that **ANY OR ALL OF THE VARIOUS ACTIVITY(IES)**, require physical exertion, can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH** which could occur including the risks of loading, riding and unloading the aerial lifts, changing weather conditions, loose gravel and dirt, rocks, uneven terrain, collisions with natural, man-made and other objects or persons, climbing stairs, dangers from flying objects whether man-made or natural from other participants or yourself, and all of the other risks that are included in participation in biking and other related various outdoor activities in a mountain environment **INCLUDING BUT NOT LIMITED TO THE FOLLOWING UNDERSTANDING**:

I understand that this **ACTIVITY** includes hazards and risks, that the bicycle is solely a user controlled device, that there are risks associated with strenuous physical exertion by participating in the Activity and that falls, **INJURIES AND/OR DEATH** may result from engaging in the **ACTIVITY**. I agree and understand that these risks include, but are not limited to: equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, varying slopes, uneven and/or slippery trail conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightning, strenuous activity, dehydration, high altitude, becoming lost or separated, driving to and from the **ACTIVITY** site; "downhill" mountain biking involves **INCREASED RISKS** over and above mountain biking, those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges, higher speeds, more difficult control of the bicycle and more violence on impacts with the ground or other surface. Participant assumes the responsibility of maintaining control at all times while engaging in the **ACTIVITY**. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understand that a **MINOR** Participant may use the ski lifts **WITHOUT AN ADULT** present. The Undersigned are advised that vehicles, structures and other 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**.

3. The Undersigned understand that the use of helmets **IS MANDATED AND REQUIRED FOR** all Participants at all times while participating in the **ACTIVITY**. **THE UNDERSIGNED** recognize that when **DOWNHILL MOUNTAIN BIKING**, body armor is **HIGHLY RECOMMENDED** and Participant should wear body armor **AT ALL TIMES** while participating in the Activity. The Undersigned understand and agree that a **HELMET OR BODY ARMOR IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that mountain biking and other related activities can expose the Undersigned to **FORCES** that **EXCEED** the limits of protection provided by a helmet. **THE UNDERSIGNED** also understand that the helmet or body armor **DOES NOT GUARD AGAINST INJURY** to the neck, spine or any other part of the body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.

4. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and **complying with all signage and direction from race course officials**. The Undersigned are advised that vehicles, structures, other participants and other 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. Participant represents that he/she is sufficiently fit, healthy, skilled and physically trained to participate in the Activity. Undersigned **UNDERSTAND** and **AGREE** that Undersigned is responsible for obtaining **LIFE, ACCIDENT and HEALTH INSURANCE BEFORE PARTICIPATING** in 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. **THE UNDERSIGNED AGREES THEY WILL NOT consume ALCOHOL OR DRUGS OF ANY KIND** before, during or after the Activity and that **DOING SO WOULD GREATLY INCREASE THE RISK OF INJURY OR DEATH**.

6. The Undersigned understand that the Participant has the opportunity to inspect the training course and/or competition course prior to participating in the Activity and that **Undersigned assumes the risk of all course conditions**, including but not limited to course construction or layout and obstacles, the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Released Party identified in Paragraph 7 below. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

7. In consideration for allowing the **PARTICIPANT** to participate in the **ACTIVITY** **THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY/REIMBURSE** Purgatory Recreation I dba Purgatory Resort, of #1 Skier Place Durango, Colorado

81301, Gelande Land Company, LLC, Purgatory Village Land, LLC, Purgatory Village Holdings, LLC, Durango Mountain Land Company, LLC, Durango Mountain Holdings, LLC and Purgatory Lodge Land II, LLC, their affiliated organizations and companies, and each of 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 PARTICIPANT'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 or any STATUTE.**

**8. THE UNDERSIGNED** take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, **THE UNDERSIGNED AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. **THE UNDERSIGNED** further **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** 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**. **THE UNDERSIGNED** agree to pay all costs and attorney's fees incurred by any **RELEASED PARTY** in defending a claim or suit brought by or on behalf of **THE UNDERSIGNED**.

**9. THE UNDERSIGNED** authorize any **RELEASED PARTY** and/or their authorized personnel to call for medical care for the **PARTICIPANT** or to transport the **PARTICIPANT** to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Further, **THE UNDERSIGNED** agree to pay all costs associated with such medical care and related transportation provided for the **PARTICIPANT** and shall indemnify and hold harmless the **RELEASED PARTY** from any costs incurred therein, or any claims arising therefrom. **IT IS RECOMMENDED THAT UNDERSIGNED OBTAIN HEALTH, ACCIDENT AND LIFE INSURANCE ON EACH PARTICIPANT BEFORE PARTICIPATING IN THE ACTIVITY.**

**10. IF RENTING EQUIPMENT, THE UNDERSIGNED AGREE TO ACCEPT FOR USE THE EQUIPMENT LISTED ON THIS FORM "AS IS" and WITH NO WARRANTIES,** express or implied. The Undersigned agree and understand that the bike size and model assigned will be determined on the basis of the Renter's height, weight, representation of ability level and age, and the Undersigned verify the accuracy of all information provided by the Undersigned in connection with the equipment rental. The Undersigned agree that they have had the full and fair opportunity to **COMPLETELY INSPECT** the rental equipment. The Undersigned agree that the person listed on this form will be the only person using the equipment. If the Undersigned feel the equipment is not in proper working order and/or is not functioning properly, Undersigned will stop using it **IMMEDIATELY** and return it for inspection, possible repair, adjustment and/or replacement. The Undersigned accept **FULL RESPONSIBILITY** for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that Purgatory Resort is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

**11. In the case of a minor PARTICIPANT,** the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor **PARTICIPANT** and that the minor **PARTICIPANT** shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The Undersigned parent or legal guardian agrees that but for the foregoing, the minor **PARTICIPANT** would not be permitted to participate in the **ACTIVITY**.

**12. By signing this release without a parent or guardian's signature, the PARTICIPANT** represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the **PARTICIPANT,** Undersigned represents that you are the **legal** parent or guardian of the minor **PARTICIPANT**.

**13. 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 **UNDERSIGNED,** the assignees, subrogors, heirs, next of kin, executors and personal representatives of the Undersigned, **AND THE MINOR FOR WHOM SIGNING.**

**14. The undersigned gives FULL PERMISSION** for Resort to use **ANY AUDIO OR VISUAL MATERIALS** of myself or said Minor(s) taken at the resort, and by signing below, Undersigned is releasing the use of any audio or visual materials taken, or on file, for any uses by Resort. It is agreed that all said images and sound recordings shall constitute the property of Resort, solely and completely.

**15. This release shall be binding to the fullest extent permitted by law.** If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall also be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of **THE UNDERSIGNED.**

**THIS IS A CONTRACT. DON'T SIGN IT IF YOU DON'T UNDERSTAND IT. IT IS A FULL RELEASE, WHICH MEANS YOU CAN'T SUE IF HURT. IT IS AN INDEMNITY CONTRACT, WHICH MEANS IF YOU BREAK THIS CONTRACT AND SUE, YOU WOULD HAVE TO PAY THE RESORT'S ATTORNEYS FEES AND COSTS AS WELL AS ALL OTHER MONEY EXPENSES.**

**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, INCLUDING THOSE OF ANY MINOR FOR WHOM I AM SIGNING.**

Printed Name of Participant \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent/Legal Guardian \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Age _____
Race Cat. _____
Bib # _____