

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A CONTRACT CONTAINING A RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT, AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The "UNDERSIGNED" means only the SKIER when the SKIER is age 18 or older **OR** it means both the SKIER and the SKIER'S PARENT OR LEGAL GUARDIAN when the SKIER is under the age of 18.

2. The UNDERSIGNED are advised that ECHO MOUNTAIN is primarily a FREESTYLE TERRAIN AREA. "Freestyle terrain" includes, but is not limited to, terrain parks and terrain park features that may be encountered on any trail such as jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarter-pipes, and freestyle-bump terrain and all other constructed and natural features.

3. The UNDERSIGNED understand agree and acknowledge that skiing and/or using any of the facilities of the ski area, including but not limited to use of lifts, ski slopes and trails (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO ENTER THIS AGREEMENT AND TO TAKE PART IN THE ACTIVITY.**

4. The UNDERSIGNED understand, acknowledge and agree that in signing this Agreement they are assuming ALL inherent dangers and risks of the ACTIVITY as provided by the Colorado Ski Safety Act (hereinafter "ACT").

5. The UNDERSIGNED further understand, acknowledges and agrees that in signing this Agreement, **UNDERSIGNED is expressly acknowledging and assuming additional risks and dangers above and beyond those outlined in the Act**, including but not limited to the following:

Any and all risks of: the freestyle terrain as defined in paragraph 2; marked and unmarked obstacles; collisions with natural and man-made objects; slick or uneven walking surfaces; surfaces covered with ice and snow; rugged mountainous terrain, and high altitude; changing weather conditions; avalanches; suffocation; falling trees or limbs; becoming lost or over exerted; remnants of mining and a variety of equipment; changing road and trail conditions; flat light, shadows, artificial lighting; encounters with snowmobiles, snowmaking and trail maintenance vehicles; and exposure to acts by others.

6. The UNDERSIGNED acknowledge that falls and collisions occur and injuries and/or death may result from engaging in the activity. Pursuant to the law, SKIER assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. The UNDERSIGNED acknowledge that SKIER is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. The UNDERSIGNED understand that SKIER must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The UNDERSIGNED assume the risks of SKIER riding the lifts and engaging in activities accessible from the lifts. The UNDERSIGNED are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered by SKIER at any time and agree to stay clear of same. The UNDERSIGNED recognizes that visibility is different when night skiing and agrees to USE CAUTION.

7. In consideration and exchange of allowing SKIER to use the ski area facilities, the **UNDERSIGNED AGREE TO ASSUME ALL RISKS** associated with the SKIER's participation in the ACTIVITY. The UNDERSIGNED further agree to **HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY AND NOT SUE** EMJ Squaw Pass, L.L.C. d/b/a Echo Mountain, their affiliated organizations and companies, and all of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from SKIER's participation in the ACTIVITY, **INCLUDING THOSE INJURIES, DEATH AND/OR DAMAGES CAUSED BY THE SKI AREA OPERATOR'S OR ANY OTHER RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

8. 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 SKIER'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. In consideration and exchange of allowing SKIER to use the ski area facilities, The UNDERSIGNED agree that this Agreement and **ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident arising from SKIER's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW**, and **EXCLUSIVE JURISDICTION** shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF COLORADO.**

10. If applicable, the undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of the minor SKIER and that **THE MINOR SKIER SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** Additionally, **by signing this release as the parent or legal guardian of a minor SKIER, 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 agree that but for the foregoing, the minor SKIER would not be permitted to participate in the ACTIVITY.

11. The UNDERSIGNED acknowledge that while skiing and riding at Echo Mountain, the UNDERSIGNED and/or minor SKIER may be photographed or filmed at any time. The UNDERSIGNED further acknowledge that any photography and film taken by Echo Mountain employees may be used and/or reproduced for marketing purposes, and the UNDERSIGNED and/or minor SKIER will not be compensated for the use or reproduction of any image.

12. By signing this agreement without a parent or guardian's signature, the UNDERSIGNED represents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor SKIER, the UNDERSIGNED represent that he/she is the parent or **legal** guardian of the minor SKIER.

13. 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. 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 SHOULD I NOT WISH TO ENTER THIS AGREEMENT, I AM FREE TO SKI ELSEWHERE.

Printed Name - Skier

Signature - Skier

Date

Printed Name - Parent/Legal Guardian if SKIER is under 18

Signature - Parent/Legal Guardian if SKIER is under 18

Date