



## **2016-2017 COPPER MOUNTAIN RESORT ASSOCIATION, Inc. KIDS' NIGHT OUT PROGRAM**

### **Parental Acknowledgement, Warning, Assumption of Risk, Release of Liability & Indemnification Agreement AND Consent for Medical Treatment**

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

The child ("Child") participating in the Copper Mountain Resort Association, Inc., a Colorado non-profit organization (the "Association") Kids' Night Out program (the "Program") at Copper Mountain Resort (the "Resort"). The undersigned (the "Undersigned") means the parent or legal guardian of the child participating in the program. The Undersigned represents and warrants that he/she has the right to make decisions concerning the care, custody, and control of the Child, and agrees and understands that the Child's participation in the Program, its related activities and other uses of the ski area facilities for any purpose, including ski lessons (the "Activity"), can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. **The Undersigned understands that the Child will not be permitted to take part in the Activity unless this Acknowledgement, Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment ("Agreement") are fully executed.**

**UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY CHILD ENGAGES IN ANY ACTIVITY DURING THE 2016-2017 WINTER SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.**

Undersigned understands that the terms for a Child's participation in the Program require Undersigned to spend at least \$30 at participating restaurants and/or shops at the Resort on the evening for which Undersigned desires to enroll the Child in the Program. Upon a Child's pick up at the end of the evening, Undersigned must deliver a receipt to Program staff showing Undersigned's receipt from participating restaurants and shops at the Resort. If no receipt is produced or if the receipt is less than \$30, Undersigned shall pay the Program the difference between \$30 and the amount spent at participating restaurants and/or shops at the Resort.

Undersigned expressly **ASSUMES ALL RISKS** associated with the Child's participation in the Childcare Center and the Activity, including, but not limited to, risks associated with: skiing, rapidly changing weather conditions, exposure to the sun, hail and lightning, reduced oxygen in the air at high altitude, falling limbs and trees, wildlife encounters, steep slopes, uneven terrain, loose rocks and gravel, slick or uneven walking surfaces, surfaces covered with ice and snow, interaction with other children participating in the Activity, Child's failure to comply with instructions, becoming lost or separated, snow play, sledding, wearing and using skis and skiing equipment and/or snow play devices, ski lessons, collisions with natural or man-made objects or with other people, ice skating, taking field trips by walking or by use of ski area or public transportation, participating in field trip activities, traveling to and from Activity locations in Copper Mountain Resort vehicles, playing, eating and/or sleeping in a child care environment, exposure to the elements, dehydration, exhaustion, altitude sickness, frostbite, mental distress, encounters with snowmobiles, snowmaking, snow grooming, vehicles and other equipment, and other activities which include but are not limited to swimming, playing outdoors, participating in Copper Mountain activities including but not limited to using playground equipment, and participating in gymnastics and ball sports. Undersigned recognizes that falls occur and injuries are a common and ordinary occurrence during the Activity and in a mountainous environment. **RECOGNIZING THE RISKS AND DANGERS THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR THE CHILD TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL THE RISKS AND DANGERS OF THE ACTIVITY WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

Undersigned understands it is Undersigned's responsibility to apply and supply sunscreen with a minimum SPF of 15 to the Child. In the event that the Child's sunscreen is not readily available, Undersigned authorizes anyone working for the Association to apply its sunscreen to the Child and agrees that the Association will not be responsible for any failure of Association personnel to apply sunscreen.

**By signing this Agreement Undersigned on his/her own behalf and on behalf of Child acknowledges the risks described herein and as a condition to the Child participating in the Activity, agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Child while or as a result of participating in the Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Powdr-Copper Mountain LLC, the United States Forest Service, the Village at Copper Association, Inc., Copper Mountain Resort Association, Inc., all Activity sponsors, and each of their insurance carriers, parent companies subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents, as well as any owner or operator of a venue for an Activity, equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on or arise or result from, in whole or in part, Child's participation in the Activity; (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 Child's participation in the Activity and any loss, damage or injury, including death, that may be sustained by the Child or caused to others or their property by the Child while taking part in the Activity. Undersigned agrees to pay all costs including reasonable attorneys' fees and disbursements incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned. Undersigned also agrees that the Indemnified Parties are not responsible for lost, stolen or damaged property.**

Undersigned warrants that, except as disclosed in writing to the Childcare Center, the Child is in good health and there are no special problems associated with the Child's care.

Undersigned understands the Program does not require children to have proof of immunization and acknowledges that there may be some children with unknown or incomplete vaccination histories participating in the Program. Undersigned understands that the Program takes precaution to provide a reasonably safe and healthy environment, however, Undersigned understands that the Program and the Resort cannot protect the Child from all diseases or illnesses and Undersigned accepts the risks of illness and disease associated with participation in the Activity and the Program.

Undersigned further **AUTHORIZES** anyone working at the Childcare Center or the Resort to call for medical care for the Child or to transport the Child to the appropriate clinic or hospital if, in the opinion of such person, medical attention is needed for the Child and Undersigned hereby authorize a physician, nurse, emergency medical technician, ski patrol member, hospital, clinic, medical facility or other licensed and authorized caregiver to administer such care and medical attention as they in good faith determine is required for the Child. Undersigned agrees that upon turning the Child over to the Undersigned, his/her designees, any ambulance or other medical transport, medical facility, clinic or hospital, that the Childcare Center and the Resort shall not have any further responsibility for the Child. Undersigned **agrees to pay** all costs associated with such medical care and related transportation for the Child and **INDEMNIFY** and hold the Indemnified Parties harmless from any costs incurred therein, or any claims arising there from. The Childcare Center or the Resort will use reasonable efforts to contact the Undersigned as soon as reasonably possible if such medical care is required for the Child.

Undersigned gives the Resort, its agents, contractors and employees, permission to take and use photographs of Participant taken during any Activity for any purpose in promoting the Resort or related activities of the Resort in print, brochures and advertisements. Copies of any photo of Participant will be shared with the parent or Legal Guardian upon Undersigned Request.

Undersigned understands that if Undersigned, or the parties authorized to pick up the Child, are late with no advance arrangements, Undersigned will be charged \$1.00 for the first 5 minutes and then \$1.00 per minute until Undersigned arrive and agree that this will be added to Undersigned's bill. The closing time for Kids' Night Out is 10:00 pm.

In consideration for accessing the facilities of the Resort and for participating in the Activity, Undersigned agrees for him/herself and Child 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 laws principles, and that **EXCLUSIVE JURISDICTION** shall be in the **District Court in Summit County, Colorado 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 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 UNDERSTANDS AND AGREES THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigneds' assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I have read and understand the foregoing and am voluntarily signing below, and agree that I am legally bound by the foregoing. By signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I am acknowledging the risks to my child.**

**Child's Full Name** \_\_\_\_\_

**Child's Date of Birth** \_\_\_\_\_

**List Any Special Needs**

**ALLERGIES**

**MEDICATIONS (Administration by Parent/Guardian Only):**

**HEALTH CONCERNS**

\_\_\_\_\_  
**Emergency Phone Number - # 1**

\_\_\_\_\_  
**Emergency Phone Number - # 2**

\_\_\_\_\_  
**Print Parent / Guardian Name**

\_\_\_\_\_  
**Parent / Guardian Signature**

\_\_\_\_\_  
**Relationship to Child**

\_\_\_\_\_  
**Date**

*\* Copper Mountain Resort respects your privacy. Any personal information collected is used only to develop products, services and offers, communicate with our customers and complete the transactions that deliver our products and services to you. Your personal information is not shared without your consent with third parties. For more information on privacy, please go to <http://www.coppercolorado.com/winter/privacy>.*