

Copper Mountain Resort – Ski School

SKI SCHOOL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. **Definitions.** "Student" means the person participating in ski school. "Undersigned" means Student when Student is age 18 or older, AND "Undersigned" means both Student and Student's parent or legal guardian when the Student is under the age of 18. "Released Parties" means Powdr-Copper Mountain LLC, Powdr Corp., The Village at Copper Association, Inc., the United States, and all of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means participation in ski school, skiing, snowboarding, snowbiking, and using the ski area facilities, including riding the lifts, for any purpose.

2. **Risks of Activity.** Undersigned agree and understand that participating in the Activity is inherently dangerous, and Undersigned fully realize the dangers and risks of participating in the Activity, which dangers and risks include, without limitation, THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Colorado Ski Safety Act defines a "skier" as any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails, and terrain parks. **WARNING: UNDER COLORADO LAW, A SKIER ASSUMES THE RISK OF ANY INJURY TO PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING AND MAY NOT RECOVER FROM ANY SKI AREA OPERATOR FOR ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING, INCLUDING, WITHOUT LIMITATION, CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS; STUMPS; TREES; COLLISIONS WITH NATURAL OBJECTS; MAN-MADE OBJECTS, OR OTHER SKIERS; VARIATIONS IN TERRAIN; AND FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE LIST OF DANGERS AND RISKS ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY IS DANGEROUS AND MAY INCLUDE OTHER DANGERS AND RISKS, including, without limitation, encounters with snowmobiles and/or other motor vehicles and equipment; lift loading, unloading, and riding; separation from instructors or groups; limited access to and/or delay of medical attention; mental distress from participation in the Activity; and negligence of others.** Undersigned understand that there are dangers and risks involved in the decision-making and conduct of ski area operator employees involved with the Activity, including, but not limited to, the risk that a coach, instructor, or counselor may misjudge Student's abilities, conditioning, or misjudge weather, terrain, snow conditions, route selection, location, or some aspect of Student's mental, emotional, or physical condition that may make a certain portion of the Activity appropriate or inappropriate for Student.

3. **Duties of Student.** Undersigned agrees that Student must maintain control at all times while participating in the Activity. Student is responsible for reading, understanding, and complying with all ski area signs, including instructions for using the lifts. Student must have, and Undersigned acknowledge that Student has, the physical dexterity and knowledge to safely load, ride, and unload the lifts. Undersigned understand that a minor Student may use the lifts without an adult present and Undersigned acknowledge that the minor Student is physically and emotionally able to use the lifts. Student understands that entering or skiing in a "CLOSED" area is illegal. Undersigned agree that the minor Student under the age of 18 is required to wear a snow sports helmet at all times during ski school activities and is encouraged to wear a helmet when not participating in ski school. Additionally, all students of any age are required to wear helmets while participating in freestyle terrain park programs. Undersigned acknowledge and understand that a helmet cannot guarantee Student's safety and no helmet can protect the wearer against all potential head injuries or prevent injuries to the wearer's face, neck or spinal cord.

4. **Release, Indemnification, and Assumption of Risk.** Undersigned understand and agree that this Agreement applies to each and every day Student engages in the Activity during the 2011-2012 ski season, and that Undersigned's releases and waivers, and obligation to the Released Parties under this Agreement survives beyond the period of Student's participation in the Activity. In consideration of Student being permitted to participate in the Activity, Undersigned agree as follows: (a) Release. UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Student's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract; (b) Indemnification. Undersigned hereby agree to indemnify, defend, and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Student's participation in the Activity; (c) Assumption of Risk. Undersigned agree and understand that, in addition to the "inherent dangers and risks of skiing", as defined in the Colorado Ski Safety Act, participation in the Activity involves other dangers and risks, which include, without limitation, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned agree and acknowledge that property damage or loss, physical injury, and death are all possible from participation in the Activity. UNDERSTANDING THE DANGERS AND RISKS OF THE ACTIVITY, UNDERSIGNED VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL DANGERS AND RISKS OF STUDENT'S PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. **Minor Acknowledgment.** In the case of a minor Student, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on Undersigned's behalf, but that Undersigned is also signing this Agreement on behalf of the minor and that the minor is bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the Undersigned parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that the minor would not be permitted to participate in the Activity if Undersigned parent or legal guardian did not sign this Agreement on minor Student's behalf. By signing this Agreement without a parent or legal guardian's signature, Student, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Student, signing adults represent that they are a legal parent or guardian of the minor Student.

6. **Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to provide treatment and/or call for medical care for Student or to transport Student to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. **Miscellaneous.** Undersigned further agree and understand: (a) Student will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement is governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim is the District Court of Summit County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Agreement; (d) Undersigned understand and acknowledge that this Agreement is a contract and is binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms are an enforceable contract between the parties. Undersigned agrees that this Agreement is binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of 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 LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

_____ Printed Name of Student	_____ Date of Birth	_____ Signature of Student	_____ Date
_____ Printed Name of Parent/Legal Guardian #1		_____ Signature of Parent/Legal Guardian #1	_____ Date
_____ Printed Name of Parent/Legal Guardian #2		_____ Signature of Parent/Legal Guardian #2	_____ Date
Town	State	Telephone	
Emergency Contact: _____	Printed Name	Telephone	NAME/RELATION



ON the HILL GANG (OHG)

2011-2012 MEMBERSHIP APPLICATION

For New Members, Early Bird Pricing, valid through October 31, 2011

Member:	(Complete one form per member)	
Birth Date:		
E-mail:		
Address:		
City:	State:	Zip:
Cell/Primary Phone:		

Item	Amount
<i>Early Bird Membership Dues:</i>	<i>Prices Include Resort Surcharge</i>
50 Day Season (\$399 plus 6% resort Surcharge)	\$422.94
80+ 50 Day Season (50% off if birthdate on or before November 1, 1931)	\$211.47
OHG Season: December 13-April 1	
No Guiding December 20-January 2, January 14, 15, February 18, 19	
TOTAL:	_____

Payment:	<input type="checkbox"/> Check # _____	Please make check payable to: Powdr/Copper Mountain
	<input type="checkbox"/> Credit Card #: _____	Exp: _____

*To complete your application and participate in OHG,
you will need to sign the attached liability release*

Please return your application and liability release forms by:

Mail: Copper Mountain OHG, PO Box 3488, Copper Mountain, CO 80443

Fax: With credit card number to 970-968-3190

Scan: A copy to ohg@coppercolorado.com