

COLORADO ADVENTURE PARK

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

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

I have carefully read this Agreement, including the terms and condition set forth on the reverse of this page. I understand its contents, and I am aware that I am releasing certain legal rights that I and the person(s) listed below otherwise may have.

The undersigned understands, agrees, and acknowledges that the undersigned is entering into an agreement with Colorado Adventure Park, LLC, a Colorado limited liability company (the "Company"), which is binding to the fullest extent permitted by law.

The Participant further understands and agrees that in signing this Agreement, the Participant expressly acknowledges and assumes additional risks and dangers that may result in property damage, physical injury and/or death, including but not limited to: falling, equipment failure, equipment malfunction, equipment damage, Participant's improper use of equipment, slick or uneven surfaces, slipping, tripping, loss of balance, bumps, holes, bare spots, rocks, trees, stumps, other forms of forest growth or debris, marked and unmarked obstacles, varying visibility, unmaintained trails, path and/or trail obstructions, icy conditions, Participant or another acting in a negligent or reckless manner that may cause and/or contribute to injury to Participant or others, Participant's failure to comply with signage, collisions with natural or man-made objects or collisions with other people, falling objects, encounters with snowmobiles and/or other motor vehicles, lack of shelter, lift/tramway loading, unloading, and riding, storms, lightning, hail, snow and other adverse weather, limited access to and/or delay of medical attention, Participant's health condition, strenuous activity, fatigue, exhaustion, dehydration, hypothermia, high elevation, altitude sickness, frostbite, & mental distress from exposure to any of the above. The Participant recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

MINOR PARTICIPANT INFORMATION – FOR PERSONS UNDER 18

As a parent/guardian of the minor Participant(s) named below, and/or as a Participant, I agree to be bound by this release and hereby indemnify the Released Parties as set forth above.

Minor Participant #1 Full Name (print)

Minor Participant #2 Full Name (print)

Minor Participant #3 Full Name (print)

Minor Participant #4 Full Name (print)

ADULT PARTICIPANT / PARENT & LEGAL GUARDIAN INFORMATION

Adult #1 Full Name (print)

Adult #2 Full Name (print)

Adult #1 Signature

Adult #2 Signature

Date

Date

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Date of Birth (MM-DD-YYYY)

Date of Birth (MM-DD-YYYY)

Emergency Contact Name and Number

Emergency Contact Name and Number

Email Address (optional)

Email Address (optional)

Front

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1. Each person taking part in one or more "Activity" at the "Facilities" (as such terms are defined below) shall be referred to hereinafter as a "**Participant**." Each Participant agrees and understands that snow tubing, snow scooting, sledding, downhill skiing, snowboarding, air-boarding, ice skating, snowshoeing, snow biking, ski biking, snow golf, snow shoeing, ski jumping, igloos, ice sculpture and ice house visits/tours, horseback riding, mountain biking, hiking, and other physical activities (each an "**Activity**"), and/or using any of Colorado Adventure Park's facilities (the "**Facilities**"), including but not limited to use of the lifts or tramways, tubing slopes, snow scooting areas, trails, and equipment, can be HAZARDOUS AND INVOLVE THE RISK OF PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH.

2. The Participant acknowledges and understands the dangers and risks of the Activity and understands that the Participant, who may be considered a "skier" under Colorado law, ASSUMES ALL INHERENT DANGERS AND RISKS as provided by the Colorado Ski Safety Act (the "**Act**").

3. The Participant agrees and acknowledges that Participant is not authorized to engage in every Activity set forth in paragraph 1 above. Participant is only authorized to engage in the Activities for which Participant has paid the Company to use the Facilities for and for no others purpose or 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, including the instructions on the use of the facilities and the use of lifts/tramways. Participant must have the physical ability and knowledge to safely load, ride and unload the lifts/tramways. Participant assumes the risks of riding the lifts. The Participant understands that a minor Participant may use the lifts/tramways without an adult present.

5. The Participant acknowledges and understands that the description of the risks listed above are not complete and that participating in the Activity 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 Participant recognizes that property loss, injury, serious injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE PARTICIPANT UNDERSTANDS THE DANGEROUS NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

6. In consideration for allowing the Participant to participate in the Activity, the PARTICIPANT HEREBY AGREES NOT TO SUE THE COMPANY, and its affiliates and their respective successors in interest, affiliated

organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, managers, members, partners and other related parties (each a "**Released Party**") for any property damage (including but not limited to equipment damage), any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Participant is releasing any right to make a claim or file a lawsuit against any Released Party. In addition, the PARTICIPANT AGREES TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY. By execution of this Agreement, the Participant also AGREES TO DEFEND AND INDEMNIFY each Released Party from any and all claims of the Participant and/or a third party arising in whole or in part from Participant's participation in the Activity.

7. The Participant agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity an/or use of the Facilities shall be governed by Colorado law and the exclusive jurisdiction of any claim shall be in the District Court residing where the alleged incident occurred or in the Federal Court for the State of Colorado.

8. The Participant assumes all responsibility for any equipment provided by Colorado Adventure Park and accepts full responsibility for its care and for all loss or damage that may be caused by or to the equipment, except reasonable wear and tear, while in Participant's possession.

9. By signing this Agreement as the parent or legal guardian of a minor Participant, 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 Participant's parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity. In the event that the parent or legal guardian of a minor Participant is also a Participant of any Activity, then this Agreement shall be binding on the Participant individually and as the parent or legal guardian of any minor Participant.

10. By signing, each signatory, under penalty of fraud, represents and warrants that he/she is at least 18 years of age. If signing as the parent or legal guardian of a minor Participant, the signatory represents and warrants that they are a legal parent or guardian of the minor Participant.

11. 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 Participant's intent that this Agreement shall be binding upon the assignees, distributors, heirs, next of kin, executors and personal representatives of the Participant.