

NAME: _____

**2006-2007 POWDERHORN RACING CLUB, INC.
BUDDY WERNER ASSUMPTION OF RISK, RELEASE OF LIABILITY
AND INDEMNIFICATION AGREEMENT**

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

“ADULT” means the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of himself/herself as well as on behalf of the minor child named below. “CHILD” means the minor child named below. **BY SIGNING THIS AGREEMENT AS AN ADULT, YOU REPRESENT YOU ARE THE LEGAL PARENT(S) OR GUARDIAN(S) OF THE CHILD.** The undersigned agree and understand that participation in Powderhorn Racing Club, Inc. racing team, skiing, snowboarding, race training, competition, travel to ski areas, and/or using ski area facilities, including the lifts, at Powderhorn Resort and other locations, for any purpose (hereinafter the “ACTIVITY”) can be **HAZARDOUS and MAY INVOLVE THE RISK OF PHYSICAL INJURY or DEATH.**

ADULT and CHILD are advised that under Colorado law a person using any of the facilities of the ski area is considered a skier. The undersigned acknowledges and understands the following **WARNING** concerning the dangers and risks of skiing and understands that the CHILD, as a “skier” under Colorado law, **ASSUMES THE FOLLOWING RISKS:**

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: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

ADULT and CHILD further agree and understand that risks associated with the ACTIVITY, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain, strenuous activity, high altitude, running courses, other training on and off snow, drills, exercises, and free skiing. CHILD understands and acknowledges he/she has been informed and understands all rules and regulations of participation in the ACTIVITY. Pursuant to Colorado law, CHILD assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. The CHILD is responsible for reading, understanding and complying with all signage and directions, including instruction on use of the lifts. The ADULT recognizes that the CHILD must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. CHILD assumes the risks of riding the lifts and engaging in activities accessible from the lifts. The undersigned ADULT also understands and agrees that the **CHILD MAY USE SKI LIFTS WITHOUT AN ADULT PRESENT. CHILD MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.** ADULT and CHILD understand that snowmobiles, snowmaking and snow-grooming equipment may be encountered at any time. ADULT and CHILD recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY.

ADULT and CHILD agree with the premise that the CHILD is a competitor at all times, whether training, or practicing for competition or in competition. The CHILD understands that he/she has the opportunity and the responsibility to inspect the ski/snowboard training course and/or competition course prior to participating in the ACTIVITY and that **he/she assumes the risk caused by use of the course, venue or area, including the risk of all conditions, configurations, course, layout, obstacles, as well as weather and snow conditions. RECOGNIZING THESE RISKS, ADULT VOLUNTARILY CHOOSES TO ALLOW THE CHILD TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing the CHILD to participate in the ACTIVITY, ADULT hereby **ASSUMES ALL RISKS** associated with the CHILD’s participation in the ACTIVITY. Additionally, ADULT **HEREBY AGREES TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Powderhorn Racing Club, Inc. and Powderhorn Resort, their affiliated organizations and companies, the United States, and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, subsidiaries, and shareholders (each hereinafter a “RELEASED PARTY”) **FROM ANY AND ALL LIABILITY** and/or claims of ADULT and/or CHILD arising from injury or death to persons or damage to property arising from the CHILD’s participation in the ACTIVITY, **including those injuries and damages caused by any RELEASED PARTY’s alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.** By execution of this release, ADULT **AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of the ADULT and/or a third party arising from the CHILD’s participation in the ACTIVITY.

