

**DURANGO MOUNTAIN RESORT
COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
ADULT SKI SCHOOL**

I, the undersigned, agree and understand that skiing is a **HAZARDOUS ACTIVITY** which may result in injury to myself during my participation in the Durango Mountain Resort Ski School and that the risks of participating in activities associated with the sport of skiing are the same while in a ski school class as they are when not in a class. I hereby assume all risks in connection with my participation, including any claim based upon the negligence of Durango Mountain Resort Ski School or any other employees, agents or representatives of Durango Mountain Resort.

I EXPRESSLY AGREE that I freely accept and voluntarily assume **ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage for myself and my child(ren) and **FULLY RELEASE DURANGO MOUNTAIN RESORT** and its owners, representatives, agents, affiliates, employees, directors, officers, and volunteers **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from my or my child(ren)'s participation in this sport, including any caused by **NEGLIGENCE**, condition on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, chairlift operations while loading, riding or unloading, other skiers or any other activities related to skiing or snowboard lessons and **ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL** such damages or injury of any kind which may result **TO ME OR MY CHILD(REN)**.

In addition, the undersigned parent/legal guardian signing below represents to **DURANGO MOUNTAIN RESORT** that they have the authority to enter into this contract on behalf of said **CHILD(REN)** and on behalf of any other parent or legal guardian of said **CHILD(REN)** and **AGREES TO DEFEND AND INDEMNIFY** and hold harmless **DURANGO MOUNTAIN RESORT** from any and all claims arising from this contract brought on behalf of said **CHILD(REN)** or any other parent/legal guardian thereof, even after the **CHILD(REN)** has attained majority, or from third parties injured by the **CHILD(REN)**, and hold **DURANGO MOUNTAIN RESORT**, its owners, representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

In addition, the undersigned **AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** Durango Mountain Resort to call for such medical care for myself or to transport me to a clinic or a hospital if, in the opinion of anyone working at the Durango Mountain Resort, medical attention or transportation is needed by me. The undersigned agrees that upon turning the undersigned over to their own transport or to any ambulance or other medical transport, medical facility, clinic, or hospital that the responsibility of Durango Mountain Resort shall be totally fulfilled and it shall not have any further responsibility for or to the undersigned. The undersigned **AUTHORIZES** any medical facility to provide care for a minor if it is believed that the minor requires medical attention. The undersigned **AGREES TO PAY** all costs associated with such medical care and related transportation for the undersigned and to indemnify and hold the Durango Mountain Resort, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any costs incurred therein.

In exchange for, and in consideration of **DURANGO MOUNTAIN RESORT** making the ski area available to me and my child(ren), **I CONTRACTUALLY AGREE** that any and all disputes between myself and **DURANGO MOUNTAIN RESORT** arising from loading, riding, and unloading the chairlift and/or participating in the **DURANGO MOUNTAIN RESORT SKI SCHOOL**, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF COLORADO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF COLORADO**.

I have carefully read the foregoing **COMPLETE RELEASE AND INDEMNITY AGREEMENT** and understand its contents. I **ACKNOWLEDGE** and understand this is a complete release and indemnity agreement, that it includes any and all claims by me or anyone on my behalf for any reason, **INCLUDING NEGLIGENCE** and that I am accepting these terms **FREELY, FULLY, AND WITHOUT RESERVATION** in exchange for the right of participating in a ski school class and in the sport of skiing at this ski area. **IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, THE REMAINDER SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES.**

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Printed Name: _____

Signature _____ Date _____

Address: _____

Phone :(_____) _____