

**ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.
PARTICIPATION, WAIVER AND RELEASE AGREEMENT**

PLEASE READ THIS ENTIRE FORM CAREFULLY BEFORE SIGNING. THIS FORM INCLUDES A RELEASE OF ADAPTIVE SPORTS CENTER'S LIABILITY.

In consideration of being allowed to participate in any way in Adaptive Sports Center programs, related events and activities, I, being at least 18 years of age, for myself, my heirs, assigns and legal representatives, or if applicable, for my minor child or ward, his or her heirs, assigns and legal representatives, agree to the following:

1. I understand and acknowledge that I, or my minor child or ward, by participating in Adaptive Sports Center's programs and related events will be engaging in hazardous activities. These activities involve risk of serious injury, including permanent disability or death, social and economic losses, and property damage. I understand that these injuries might result not only from my own action, inactions, or **negligence**, but also from the actions, inactions, or **negligence** of others, or the condition of the terrain, natural and manmade hazards and obstacles, facilities, equipment or vehicles.
2. I have been given the opportunity to ask questions of appropriate Adaptive Sports Center personnel concerning such risks and hazards, and acknowledge that any questions have been satisfactorily answered. I have received sufficient information and time to make an informed decision about my, or my minor child's or ward's participation in the activities.
3. If I, or my minor child or ward, is participating in the Ropes and Challenge Course, I acknowledge that I have read and thoroughly understand the Ropes and Challenge Description Sheet that has been provided to me. I understand that not all risks can be foreseen or described in the Ropes and Challenge Course Activities Description Sheet. **Initial:** _____
4. I assume all of the foregoing risks associated with the Adaptive Sports Center's activities and waive any claim that I, or my minor child or ward, might have against the Adaptive Sports Center and its board members, employees, agents and volunteers as a result of injury, permanent disability, death, social and economic losses, and property damage incurred in the activities, even if caused by their **negligence**.
5. I further agree to hold the Adaptive Sports Center and its board members, employees, agents and volunteers harmless, and forever waive, release and discharge them from all liability for injury, death, loss (including attorneys' fees and costs) or damage to person or property, including rental or loaned equipment, which results from my, or my minor child's or ward's participation in the activities of the Adaptive Sports Center.
6. It is my intent to bind myself, my heirs, executor, administrators, legal representatives and assigns (or my minor child or ward and their heirs, executor, administrators, legal representatives and assigns).
7. This waiver and the release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under law. This Agreement shall be construed and enforced in accordance with Colorado law. Any civil action arising from this Agreement or my participation (or my minor child's or ward's participation) in Adaptive Sports Center's activities shall only be brought in District Court for Gunnison County, Colorado.

BY SIGNING THIS PARTICIPATION WAIVER AND RELEASE AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS BY SIGNING IT. I FURTHER ACKNOWLEDGE THAT I HAVE NOT CHANGED THE AGREEMENT ORALLY, AND THAT I HAVE SIGNED IT VOLUNTARILY.

Participant's Printed Name

Parent or Guardian's Printed Name

Signature

Date

Signature

Date

DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM and MEDIA RELEASE FORM

Please note: there are two places on this sheet that require a signature

DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM

In consideration of being allowed to participate in any way in DISABLED SPORTS USA's programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree that prior to participating, I will inspect, or if a parent and/or legal guardian I will instruct the minor participant to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe, I and/or the minor participant will immediately advise DISABLED SPORTS USA of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that I and/or the minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue DISABLED SPORTS USA, its affiliated clubs, their representative administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____
Participant's Name (PLEASE PRINT CLEARLY) Signature Date

FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____
Parent's Signature & Emergency Phone Name & Date (PLEASE PRINT CLEARLY)

MEDIA RELEASE FORM

Name _____ Age _____ Male ___ Female ___

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to the Adaptive Sports Center of Crested Butte, Inc. (ASC) and Disabled Sports USA to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending this ASC, DS/USA event. I further agree that ASC and/or DS/USA may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

X _____
Signature Date

**CRESTED BUTTE SKI CLUB & ADAPTIVE SPORTS CENTER
SEVEN HOURS OF THE BANANA AND THE TROPICAL OBSTACLE EVENT
February 27, 2010**

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

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

1. The person who is taking part in any aspect of the Adaptive Sports Center and Crested Butte Ski Club Seven Hours of the Banana and Tropical Obstacle events at Crested Butte Mountain Resort shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that skiing and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Participant, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; Participant's use of his/her own personal equipment; Participant's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; 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; becoming lost or separated; lack of shelter; lift 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.

4. Pursuant to Colorado law, 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 instructions on use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Participant may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, 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 Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE 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. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Adaptive Sports Center, Crested Butte Ski Club, Crested Butte, LLC, Triple Peaks, LLC or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), 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 Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the **UNDERSIGNED AGREE 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.**

7. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

8. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF GUNNISON COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

9. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

10. By signing this Agreement without a parent or legal guardian's signature, Participant, 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 Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

11. The undersigned irrevocably grant Crested Butte Mountain Resort the right of publicity to own and use without compensation any image(s) of Participant while participating in the activity.

12. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. 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 Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

ADULT INFORMATION

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 CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

<input checked="" type="checkbox"/> _____ Signature of Participant	<input checked="" type="checkbox"/> _____ Printed name of Participant	 Date
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<input checked="" type="checkbox"/> _____ Signature of Participant	<input checked="" type="checkbox"/> _____ Printed name of Participant	 Date
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<input checked="" type="checkbox"/> _____ Signature of Participant	<input checked="" type="checkbox"/> _____ Printed name of Participant	 Date
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MINOR PARTICIPANT (UNDER 18) INFORMATION

_____ MINOR PARTICIPANT #1 (Print name)	Age	_____ MINOR PARTICIPANT #2 (Print name)	Age
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_____ MINOR PARTICIPANT #3 (Print name)	Age	_____ MINOR PARTICIPANT #4 (Print name)	Age
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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 CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

<input checked="" type="checkbox"/> _____ Signature of Parent/Legal Guardian	<input checked="" type="checkbox"/> _____ Printed name of Parent/Legal Guardian	 Date
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Emergency Contact: _____
Printed Name Telephone Relationship