

**Telluride Nordic Association, Inc.**  
**Assumption of Risk, Release of Liability, and Indemnification Agreement**

**This document is a release of liability and waiver of certain legal rights. Please read carefully before signing.**

The purpose of this Agreement is to exempt, waive, and release Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to liability arising from the negligence of Released Parties; and transfer the risk of loss arising out of the participation in the Activities to the Participant or person executing this Agreement.

**A. Definitions:**

“Activity” and “Activities” includes but is not limited to ice skating, skiing, sledding, snowshoeing, walking, training, racing, ski instruction, participation in competitions, races, and any other events offered by Released Parties or their sponsors; and/or using for any purpose the Released Parties’ permit area, retail area, trails, facilities, buildings, features, amenities, parking lots, sidewalks, or equipment, including, but not limited to buses, vans, private cars, and/or rental equipment.

“Adult” means the adult Participant, being at least 18 years old, signing this release on behalf of himself/herself/themselves **or** it means the adult, being at least 18 years old, signing this release on behalf of another adult Participant **or** it means the parent or legal guardian signing this release on behalf of himself/herself/themselves as well as on behalf of the Child Participant.

“Child” means the minor child named below.

“Me”, “Myself”, and “I”, means the Adult, being at least 18 years old, who is accepting these terms on behalf of Myself or on behalf of a Child or other Adult, and, if applicable, as a result of my purchase of TNA membership, lessons, rentals for Myself or others.

“Participant” means the person actually taking part in the Activity.

“Released Parties” mean the Telluride Nordic Association, Inc. (AKA Telluride Nordic Center) (“TNA”) and their insurance carrier, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents, as well as any Activity sponsors.

**B. Agreement:** Accepting the above defined terms and in consideration of being allowed to participate in the Activities, I agree as follows:

**1. Dangers and Risks:** I understand that participating in the Activity is **hazardous and involves the risk of physical injury or death**. The dangers and risks of the Activities include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; avalanches; cornices; jumps; ice; variations in terrain; design and condition of man-made facilities, terrain features, or race venues; terrain selection of an instructor; downed timber and other forest growth; tree stumps and wells; rocks and debris; marked and unmarked obstacles; collisions; equipment failure, malfunction, or misuse; collisions or encounters with snowmobiles, snowcats and/or other motor vehicle or peoples; adverse weather; the physical condition of the Participant; dehydration; high elevation; and limited access to and/or delay of medical attention. I acknowledge that the description of the dangers

and risks listed above is not complete and that participating in the Activity may be dangerous and may include other risks, including, but not limited to the acts, omissions, representations, carelessness, and negligence of Released Parties and/or the negligence of other persons, owners of property, or third-parties within the area.

**2. Release and Indemnification:** By signing this Agreement, I, on my own behalf and, if applicable, on behalf of a Child and/or Adult Participant(s), acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and forever discharge, defend, indemnify and hold harmless the Released Parties from any and all liability, claims and demands of any kind or nature, either in law or in equity, whether actual or potential, which arise or may hereafter arise, including with respect to bodily injury, personal injury, illness, death or property damage, that may result from Participant's participation in any Activities; and (3) be responsible for the full replacement cost of any equipment I have rented from the TNA and agree to pay for damages to, or the replacement cost of any such equipment in the event of any damages other than reasonable wear and tear.

**3. Media Release:** I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on-line and broadcast presentations of any sort.

**4. Medical Care:** I authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.

**5. Acknowledgment:** By accepting this Agreement on behalf of any Participants other than Myself, I am representing under penalty of fraud that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from the other Adult Participants to accept the terms of this Agreement on each of their behalf, and that by doing so, I am agreeing to be personally responsible for any claims brought by any other Participant, should they refuse to accept the terms of this Agreement.

**6. Miscellaneous:** This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional Agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Released Parties' authorized representative. All claims arising from or related to any Activity by Participant, including for injury to person or property and/or death shall be governed by Colorado law, without regard to conflicts of law principles, and that exclusive jurisdiction shall be in the State District Court, San Miguel County, Colorado. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF**

**MYSELF AND PARTICIPANT, AND I ACCEPT FULL RESPONSIBILITY FOR MY SAFETY AND THE SAFETY OF PARTICIPANT AND ASSUME AND UNDERSTAND ALL RISKS.**

Participant name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Do you have a medical condition(s) that may affect your participation in this event, lesson or clinic?

\_\_\_\_\_

Do you have any allergies? \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Email (for event information): \_\_\_\_\_

Check here if you would like to be added to our newsletter. We do not sell your email.

**Consent and Release of Parent or Guardian**

I am the Parent or Guardian. My Child is fit to participate in TNA programs and events, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS AND RELEASE OF LIABILITY. Whether caused by the negligence of the Released Parties or others, I PROMISE NEVER TO SUE ANY RELEASED PARTY on my behalf, or on behalf of my Child, regarding any claim arising from my Child's participation in this program or event.

Child's Name: \_\_\_\_\_ 2nd Child's Name: \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_