

SUMMIT NORDIC SKI CLUB  
ACKNOWLEDGEMENT OF RISK  
PARENT'S RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS AN ACKNOWLEDGEMENT OF RISK AND A RELEASE OF CERTAIN CLAIMS AND A WAIVER OF CERTAIN LEGAL RIGHTS.

“Parent” means the undersigned parent or legal guardian signing below on behalf of him/herself and on behalf of the minor child (“Child”) named below. “Club” refers to the Summit Nordic Ski Club, a Colorado nonprofit corporation.

Parent and Child acknowledge and understand that the Child, as a “skier” under Colorado law, ASSUMES THE RISK of any injury resulting from any of the inherent dangers and risks of skiing. Parent and Child understand that SAFETY is very important to the Club. Parent and Child understand that with respect to courses for competition and training for competition. Child is entitled and expected to conduct a reasonable visual inspection of the course prior to participating in the training or competition. Parent and Child agree and understand that the Child will be held to assume the risk of all course conditions, including, but not limited to, weather and snow conditions, course construction, layout and obstacles after child performs the inspection.

**PROVIDING MEDICAL INSURANCE FOR CHILD**

Parent warrants and represents that the child is in good health and there are no special instructions regarding the Child which have not been listed on the registration form. Parent has and agrees to maintain valid and sufficient medical and accident insurance for the Child throughout the time that the Child participates in any Club activities. The undersigned Parent understands that this is his/her sole responsibility, and RELEASES the Club from any claim and/or responsibility for providing such coverage for the Child.

**MEDICAL CARE TRANSPORTATION**

Parent authorizes the Club and the operator of any other ski area where a Child may participate in a Club activity and their authorized personnel to obtain medical care for the Child or to transport the Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Parent agrees that upon the Child's transport to any such medical facility or hospital that the Released Parties shall not have any further responsibility to the undersigned Parent or Child. Further, the Parent agrees to pay all costs associated with such medical care and related transportation provided for the Child and agrees to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care and related transportation.

**RELEASE OF CHILD’S RIGHTS**

The undersigned Parent **HEREBY COMPLETELY RELEASES AND HOLDS HARMLESS** the Club, its coaches, Breckenridge Nordic Ski Center inc, the Town of Frisco, the Town of Breckenridge, the United States Forest Service, John Ehrman and Karen Rutledge, and their representatives, agents, affiliates, officers, directors, servants, employees, and volunteers (collectively the “Released Parties”) from **ANY AND ALL CLAIMS OF ANY NATURE OR ANY KIND OF INJURY, OR DEATH**, to Child or any of Child’s property that may be sustained in connection with Club Activity, **INCLUDING ANY INJURY, DEATH, OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the Released Parties. The undersigned Parent understands that if the Child is injured or killed, or property of Child is damaged in connection with Club Activity, that neither Parent nor Child has a right to make a claim or file a lawsuit against any of the Released Parties, in accordance with CRS 13-22-107. The undersigned Parent further **AGREES TO DEFEND AND INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims brought by third parties which arise in while or in part from the Child’s participation in Club Activity.

**RELEASE OF PARENT’S RIGHTS**

The undersigned Parent **HEREBY COMPLETELY RELEASES AND HOLDS HARMLESS** the Club, its coaches, Breckenridge Nordic Ski Center inc, the Town of Frisco, the Town of Breckenridge, the United States Forest Service, John Ehrman and Karen Rutledge, and their representatives, agents, affiliates, officers, directors, servants, employees, and volunteers (collectively the “Released Parties”) from **ANY AND ALL CLAIMS OF ANY NATURE OR ANY KIND OF INJURY, OR DEATH**, to Parent or any of Parent’s property that may be sustained in connection with Club Activity, **INCLUDING ANY INJURY, DEATH, OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the Released Parties. The undersigned Parent understands that if the Parent is injured or killed, or property of Parent is damaged in connection with Club Activity, that Parent has no right to make a claim or file a lawsuit against any of the Released Parties.

Parent and Child agree that they will accept and abide by the rules and regulations of the Summit Nordic Ski Club and any other rules or regulations imposed by the organizers of any particular event in which Parent and/or Child participate.

In consideration of engaging in Club Activities and using the ski areas of the Town of Frisco and the Town of Breckenridge, PARENT, on behalf of him/herself and his/her CHILD, agrees that al claims for injury and/or death for Parent and Child shall be GOVERNED BY THE LAW OF THE STATE OF COLORADO AND EXCLUSIVE JURISDICTION for any claim shall be in County or District Court of Summit 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. The undersigned Parent or legal guardian acknowledges that he/she is signing this Agreement on behalf of him/herself and on behalf of the Child, who is a minor, and that the Child is bound to the terms of this Agreement. This Agreement shall be binding upon the Parent's and Child's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

WE HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

_____ Signature of Child	_____ Print name of Child	_____ Date
_____ Signature of Parent or Legal Guardian	_____ Print name of Parent or Legal Guardian	_____ Date
_____ Signature of Parent or Legal Guardian	_____ Print name of Parent or Legal Guardian	_____ Date