

## DSC/PURGATORY, LLC, D/B/A DURANGO MOUNTAIN RESORT

### **MOUNTAIN BIKING AND DOWNHILL MOUNTAIN BIKING WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT**

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

1. The person who engages in mountain biking and/or downhill biking, including any race, camps or other events, at Durango 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 mountain biking and/or downhill biking including but not limited to use of the lifts, trails, and other equipment, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, varying slopes, uneven and/or slippery trail conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightening or other adverse weather, limited access to medical attention, inadequacy of medical attention, the physical condition of the PARTICIPANT, strenuous activity, dehydration, and high elevation, high altitude, becoming lost or separated, in driving to and from the ACTIVITY site, "downhill" mountain biking involves increased risks over and above mountain biking, those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges.

3. 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 vehicles, structures and other 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.

4. 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.**

5. The Undersigned agree with the premise that the Participant is a competitor at all times, whether practicing for competition or in competition. The Undersigned understand that the Participant has the opportunity to inspect the training course and/or competition course prior to participating in the Activity and that **he/she assumes the risk of all course conditions**, including but not limited to course construction or layout and obstacles. **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. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY/REIMBURSE** DSC/Purgatory, LLC, d/b/a Durango Mountain Resort, Durango Devo, Inc., Trails 2000, Fort Lewis College Cycling, their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

7. THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each RELEASED PARTY for any and all claims of THE UNDERSIGNED

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and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

8. THE UNDERSIGNED recognize that helmets are highly recommended and PARTICIPANT should wear a helmet at all times while participating in the ACTIVITY. THE UNDERSIGNED recognize that when DOWNHILL BIKING body armor is highly recommended and PARTICIPANT should wear body armor at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet and/or body armor **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet or body armor can protect the wearer against all foreseeable impacts to the head and/or body, and that the ACTIVITY and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet and/or body armor. THE UNDERSIGNED also understand that the helmet and/or body armor does not guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of the ACTIVITY.

9. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the PARTICIPANT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom**.

10. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the facilities and trails on adjacent private properties, 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 in the **DISTRICT COURT OF LA PLATA COUNTY, COLORADO**.

11. In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have**. The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

12. By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

13. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogor, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

**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.**

\_\_\_\_\_  
Printed Name of Participant                                      Signature of Participant                                      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #1                                      Signature of Parent/Legal Guardian #1                                      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #2                                      Signature of Parent/Legal Guardian #2                                      Date

\_\_\_\_\_  
Address                                      Telephone

Emergency Contact: \_\_\_\_\_  
Printed Name                                      Telephone                                      NAME/RELATION