

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Wendy Fisher Lindenmeyr d.b.a. Fishski, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FS"), I hereby agree to release, indemnify, and discharge FS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in alpine skiing and/or boarding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; loss or damage to equipment being used; being lost or separated from their guides or companions by traveling in forested areas, rugged terrain, or bad weather; exposure to altitude and cold including hypothermia, frostbite, acute mountain sickness, exhaustion, cerebral and pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; my own physical condition, and the physical exertion associated with this activity. Weather and altitude can be extreme and can change rapidly without warning. The areas may not have been traveled previously and are not regularly patrolled. Natural forces including steepness of slopes, snow depth, instability of snow pack or varying and difficult weather and snow conditions may cause avalanches. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

Furthermore, FS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, other environmental conditions. They might misjudge whether the terrain is safe for travel or where or when an avalanche may occur. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FS's equipment or facilities, **including any such claims which allege negligent acts or omissions of FS.**

4. Should FS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives.

6. In the event that I file a lawsuit against FS, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Participant Signature _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by FS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____