

CRESTED BUTTE MOUNTAIN RESORT
CRESTED BUTTE SOARING SOCIETY

HANG GLIDING & PARAGLIDING 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.**

The person who is Hang Gliding / Paragliding 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 PARTICIPANTS parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that hang gliding / paragliding can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

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.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the PARTICIPANTS participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Crested Butte Soaring Society, US Hang Gliding and Paragliding Association (USHPA), Crested Butte Mountain Resort ("CBMR") and Crested Butte, LLC and 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 PARTICIPANTS participation in the ACTIVITY, **including those claims based on any RELEASED PARTIES alleged or actual NEGLIGENCE or BREACH of any express or implied WARRANTY.**

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** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANTS 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.

THE UNDERSIGNED recognize that helmets are required and PARTICIPANT agrees to wear a helmet at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the ACTIVITY and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understands that the helmet 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.

THE UNDERSIGNED represents 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 PARTICIPANTS 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 there from,**

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the ski area facilities, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANTS participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing **where** the alleged incident **occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO,**

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 PARTICIPANT 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 agrees that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

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.

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, subrogees, distributors, heirs, next of kin, executors, and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

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 _____

Emergency Contact: _____ (_____) _____
Name / Relation Telephone#