

**WAIVER, RELEASE AND INDEMNITY**

**HOWLER ALPINE SLIDE / NORDIC SCREAMER  
Howelsen Hill Park  
Steamboat Springs, Colorado**

**THIS IS A RELEASE OF LIABILITY. PLEASE READ BEFORE SIGNING.**

I desire to ride the Howler Alpine Slide, the Nordic Screamer, and/or participate in other activities that may be accessed from the chairlifts, poma lifts and/or surface lifts (e.g. magic carpet conveyor lift) at Howelsen Hill Park (the "Activity"). I acknowledge that participating in the Activity is **HAZARDOUS** and involves the **RISK OF SERIOUS BODILY INJURY, DEATH and PROPERTY DAMAGE**. Risks and hazards include both inherent risks and non-inherent risks including, without limitation, loading, riding and unloading chairlifts, poma lifts and/or surface lifts (e.g. magic carpet conveyor lift), slips and falls, altitude sickness, exposure to allergens, insect stings, changing weather conditions, changing track conditions, leaving the track, flipping over in the track, skin burns caused by friction, collisions with natural objects, man-made objects or other participants, mechanical failure, and operator error. I am freely signing this Waiver, Release and Indemnity in consideration of being permitted to participate in the Activity. For myself, my personal representatives, heirs, successors and assigns, I acknowledge, agree and represent:

1. I will read and will follow the instructions on all posted signs and verbal instructions of staff. I agree to remain alert to all hazards and to act in a careful and prudent manner at all times. I understand that the Alpine Slide and the Nordic Screamer are user-controlled devices, that the sleds can tip over or may leave the track, and that injuries may result. I agree to operate the sleds as instructed on all posted signs and verbal instructions of staff. I acknowledge that I may be prohibited from participating in the Activity if, in the sole judgment of management, I commit any act which endangers myself or others or causes any disturbance or nuisance. I am in good health and in appropriate physical condition to participate in the Activity. I will not participate in the activity while under the influence of alcohol or drugs or if I am allergic to bees, weeds, or pollen. The Undersigned agree and understand that PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING in the Activity and that PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS, including but not limited to risks associated with design, construction, layout and/or obstacles. A minor Participant's parent or legal guardian acknowledges: 1) they have spoken to the minor Participant about the Activity; 2) the minor Participant understands and appreciates the risks of participating in the Activity; 3) the minor Participant has voluntarily decided to participate in the Activity.

2. I hereby **RELEASE** and **WAIVE** any and all **RIGHTS, CLAIMS AND ACTIONS** for any **INJURIES, LOSSES, DAMAGES, COSTS AND EXPENSES** of any nature I have or may acquire against all parties involved in the Activity including, without limitation, Community Slide, Inc., the Steamboat Springs Winter Sports Club, Inc., the City of Steamboat Springs, the Foundation, the Steamboat Springs Winter Sports Club and their respective owners, directors, employees, members, officers, volunteers, agents, representatives, contractors, consultants, engineers and their respective successors and assigns (collectively, "Released Parties") which in any way arise out of or relate to my participation in the Activity, including, without limitation, any claims based on **NEGLIGENCE OR BREACH OF WARRANTY**. **FURTHER, I AGREE NOT TO SUE FOR ANY OF THE FOREGOING**. The foregoing waiver, release and covenant to not sue includes, without limitation, any and all responsibility or liability whatsoever any of the Released Parties may have for **PERSONAL INJURY, DEATH, PROPERTY DAMAGE** or **OTHER LOSS OR DAMAGE** I may suffer from any cause whatsoever related to my participation in the Activity, including the actions or inactions of spectators or other participants. The Undersigned agree to pay all costs and attorney's fees incurred by any of the Released Parties in defending a claim or suit brought by or on behalf of the Undersigned.

3. The Undersigned represent that Participant is in good health and there are no special problems associated with Participant's condition. The Undersigned: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorize any of the Released Parties 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; 3) agree that upon Participant's transport to any such medical facility or hospital that none of the Released Parties shall have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care and related transportation provided for Participant; and 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

4. I **ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS OR DAMAGE I MAY SUFFER OR CAUSE** while participating in the Activity, whether due to the **NEGLIGENCE** of the Released Parties or any other party or from any other cause. I agree to **DEFEND, INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from any and all liability, damage, cost or expense (including but not limited to attorney and witness fees) which may be incurred or suffered by them on account of any claim for death, personal injury, property damage or any other damage resulting from my participation in the Activity.

5. This Waiver, Release and Indemnity is intended to be as broad as permitted by law. In the event a court determines that any provision is invalid or unenforceable, such provision may be reduced in scope by the minimum amount necessary to make it valid and enforceable, and in any event the remainder of this Waiver, Release, and Indemnity shall continue in full legal force and effect.

6. Community Slide, Inc. is granted irrevocable permission to use and own the copyright to any photograph, video tape or other likeness of me and/or the Child taken while participating in the Activity and authorize Community Slide, Inc., to use my name and the Child's name in any medium and for any purpose related to the Activity.  
All disputes arising from participation in the Activity, including any claims for personal injury, death or property damage, will be governed by the internal laws of the State of Colorado and exclusive jurisdiction thereof will be in Routt County, Colorado, or the federal courts in the State of Colorado.

I UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY IS A RELEASE OF ALL CLAIMS. I HAVE READ AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY, AND FURTHER, AGREE THAT NO WRITTEN OR ORAL REPRESENTATIONS OR OTHER INDUCEMENTS NOT SET FORTH ABOVE HAVE BEEN MADE TO ME TO OBTAIN MY AGREEMENT TO THE FOREGOING. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, OR THAT IF NOT, MY LEGAL GUARDIAN HAS ALSO SIGNED THIS WAIVER, RELEASE AND INDEMNITY.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

**CHILDREN/MINORS**

The undersigned is executing this Waiver, Release and Indemnity on behalf of a minor (under 18 years of age) (the "Child"), and the following additional provisions shall apply:

- a. I am the parent and/or legal guardian of the Child and have authority to sign this document on the Child's behalf;
- b. My choice to sign this document is based upon a voluntary and informed decision;
- c. The Child is in good health and appropriate physical condition to participate in the Activity;
- d. I accept responsibility to ensure that the Child abides by this Waiver Release and Indemnity and engages in the Activity in a safe manner;
- e. I agree to defend, indemnify and hold the Released Parties harmless from any and all liability, damage, cost or expense arising from claims brought by or on behalf of the Child or by any other party arising from or related to the Child's participation in the Activity, except those based upon the willful and wanton acts or omission, a reckless act or omission, or a grossly negligent act or omission of the Released Parties; and
- f. I am signing this Waiver, Release and Indemnity on my own behalf and on behalf of the Child, and acknowledge that both the Child and I will be bound by this Waiver, Release and Indemnity.

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Signature of Parent or Legal Guardian  
(if Participant is under 18 years of age)

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian