

CHEYENNE SKI CLUB, INC.
SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
Express Assumption of Risk Associated with Sport, Venue Use, and Related Activities

Please read and be certain you understand the implications of signing.

I/we, the undersigned, do hereby affirm and acknowledge that I/we have been fully informed of the inherent hazards and risks associated with **Cheyenne Ski Club, Inc.** transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include, but are not limited, to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. **I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT IN WHICH I/WE AM/ARE PARTICIPATING.** However, protective gear cannot guarantee the participants' safety. I/we further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including, but not limited to, snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, light poles, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other person, and other natural and manmade hazards.
5. My/our own negligence and/or the negligence of others, including, but not limited to, operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperatures extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
7. Dangers associated with exposure to natural elements include, but are not limited to, avalanche, rock fall, inclement weather, thunder, lightning, severe and/or varied wind, temperature, and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with others athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
11. Except where specifically noted, participants are responsible for their own transportation to, from, and during a function. Anyone driving or riding in a private vehicle to an event does so at his or her own risk. Drivers and passengers are responsible for obeying all laws including having adequate insurance. Car pool arrangements, if any are arranged between individuals without any club supervision nor control. When the club offers transportation, any participant not using the club-provided transportation assumes all risk in using such transportation no matter what method of transportation is used, including, without limitation, any private or commercial vehicle not hired by the club.

***I/we understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activity(ies), I/we hereby agree, acknowledge, and appreciate that:

1. **I/WE HEREBY RELEASE AND INDEMNIFY (INCLUDING ATTORNEY FEES) AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: **Cheyenne Ski Club, Inc.**
2. To release the releasees, their officers, directors, employees, representatives, agents, volunteers from liability and responsibility whatsoever and for any claims or causes of action that I/we, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I/we agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I/we am/are not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This Agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I/WE HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT; I/WE FULLY UNDERSTAND ITS TERMS; I/WE UNDERSTAND I/WE HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I/WE SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

_____ Printed Name of Adult Participant

_____ Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I/we, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or Adult Legal Guardian if Participant is a Minor, and by their signature, they on my behalf, release all claims that both they and I have.

_____ Printed Name of Parent or Adult Legal Guardian

S/ _____
Printed Name of Minor

_____ Date