

# CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN

## ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

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

1. The person who is participating in CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN - SKIING AND/OR SNOWBOARDING AND/OR GUIDED SKIING AND/OR SNOWBOARDING at CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN 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 agrees and understands that SKIING AND/OR SNOWBOARDING AND/OR GUIDED SKIING AND/OR SNOWBOARDING and/or any other uses of CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN facilities or services, including but not limited to the use of terrain, trails, base areas, lodges, buildings, parking areas, lifts, shuttle buses, vehicles, helicopters, and other equipment, hereinafter the "ACTIVITY" can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

2. THE UNDERSIGNED is further advised that a person using any of the facilities of CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN is considered a skier. THE UNDERSIGNED acknowledges and understands the following WARNING concerning the dangers and risks of skiing and understands that the PARTICIPANT, as a "skier" under Colorado law, ASSUMES THE FOLLOWING RISKS:

### WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions (avalanches); bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

The Ski Safety Act was amended in 2004 to include CLIFFS, EXTREME TERRAIN, JUMPS AND FREESTYLE TERRAIN as inherent dangers and risks of the sport.

The UNDERSIGNED further understands, acknowledges and agrees that in signing this Agreement, UNDERSIGNED is expressly acknowledging and assuming additional inherent risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond those outlined in the Colorado Ski Safety Act, including but not limited to the following:

AVALANCHES, which can frequently occur in the mountain terrain used for SKIING AND/OR GUIDED SKIING which may be caused by manmade or natural forces, including but not limited to, steepness of slopes, snow depth, instability of snow pack, changing weather conditions, or by skiers, and the unpredictability of the terrain. The risk of avalanches on or near steep slopes cannot be eliminated and is a risk inherent in skiing in and around steep terrain. HELICOPTERS, which can crash and/or cause injury or death due to winds, poor visibility, blowing snow, mechanical malfunctions, pilot error, ground crew error, bad fuel, overloading or overweighting of the helicopter, contact with helicopter rotors, operations in high elevations and steep terrain. MOUNTAIN TERRAIN /ALPINE ENVIRONMENTS, such as that which will be encountered by PARTICIPANT at all times, have steep slopes which may contain dangerous obstacles and hazards which may be hidden or covered by snow. Obstacles and hazards include, but, are not limited to crevasses, ice, snow cornices, snow immersion, tree wells, tree stumps, creeks, cliffs, rocks and boulders, forest deadfall, holes, depressions below the snow surface, and varying, difficult snow conditions, man-made obstacles and hazards, which include but are not limited to, undetonated explosives, roads, steep road banks, abandoned mines and debris, fences, rebar and other manmade structures, slick or uneven walking surfaces or surfaces covered with ice or snow; EQUIPMENT FAILURE, equipment of any kind used while participating in the ACTIVITY may malfunction, fail or break. THE UNDERSIGNED AGREES AND UNDERSTANDS THE TERRAIN used for SKIING AND/OR GUIDED SKIING may not have been skied previously, is not regularly patrolled or controlled, inspected or maintained. Due to the forested areas, wild and rugged terrain, bad weather, lack of signage, ski patrol errors, or CORE MOUNTAIN ENTERPRISES LLC dba SILVERTON MOUNTAIN negligence, skiers may become lost or accidentally enter into areas of the mountain closed to skiing, or become separated from the CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN guide, and/or the other Participants. Communication in mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be available or delayed. OTHER RISKS, include chairlift operations, helicopter operations, shuttle bus, vehicle, snowcat and heavy equipment operations, snow removal operations, and all other areas and operations of the facilities. EXPLOSIVES are regularly detonated which can cause death, injury and permanent hearing damage or complete loss of hearing. UNDETONATED EXPLOSIVES which may be found which can cause death, injury and permanent hearing damage or complete loss of hearing PARTICIPANT recognizes that injuries and or death are a common and ordinary occurrence of the ACTIVITY. RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.

3. In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agrees to ASSUME ALL RISKS associated with the PARTICIPANT's participation in the ACTIVITY, and PARTICIPANT agrees to be personally responsible for PARTICIPANT's preparation to participate in the ACTIVITY, including PARTICIPANT'S physical condition and knowledge and skill necessary to participate in the ACTIVITY. Additionally, THE UNDERSIGNED agrees to HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY, AND PROMISE NOT TO SUE CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN, its affiliated organizations and companies, the United States (including, but not limited to the U.S. Department of Interior, U.S. Bureau of Land Management), and their insurance carriers, their respective agents, employees, representatives, assignees, officers, managers, directors, members, medical providers or shareholders (each hereinafter a "RELEASED PARTY") for ANY AND ALL LIABILITY. Including claims arising from injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, including those claims based on any malfunction or absence of equipment, any RELEASED PARTY's alleged or actual NEGLIGENCE, BREACH OF any express or implied WARRANTY, breach of contract, or breach of any statutory or other duty of care, or mistakes or errors in judgment of any kind. By signing this release, THE UNDERSIGNED agree that they are releasing any right to make a claim or file a lawsuit against any Released Party. THE UNDERSIGNED AGREES TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

4. 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 an ambulance, medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agrees that upon PARTICIPANT's transport to any such ambulance, medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED agrees to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom. THE UNDERSIGNED releases the rights of any images, photos, or video taken of the PARTICIPANT while in the ACTIVITY to CORE MOUNTAIN ENTERPRISES LLC dba SILVERTON MOUNTAIN, and/or SILVERTON GUIDES LLC for any promotional use or any other use. THE UNDERSIGNED also agrees not to obtain, or attempt to obtain a "Charge back" refund from their credit card company.

5. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the services provided by CORE MOUNTAIN ENTERPRISES LLC, dba SILVERTON MOUNTAIN, THE UNDERSIGNED agrees that ANY AND ALL CLAIMS including 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 residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO. THE UNDERSIGNED further AGREES TO DEFEND AND INDEMNIFY/REIMBURSE each RELEASED PARTY for any and all claims of the UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agrees 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.

6. In the case where PARTICIPANT is a minor, 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 would not be permitted to participate in the ACTIVITY.

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

8. By signing this agreement without a parent or guardian's signature, the PARTICIPANT presents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.

9. THE UNDERSIGNED agrees and understands that this release is applicable to each and every day PARTICIPANT participates in the ACTIVITY. In entering this Agreement and/or deciding to participate in the ACTIVITY, PARTICIPANT is not relying on any written or oral representations or statements by any RELEASED PARTY.

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.

I AM AWARE THAT SHOULD I NOT WISH TO ENTER THIS AGREEMENT, I AM FREE TO SKI / SNOWBOARD ELSEWHERE.

Printed Name of PARTICIPANT \_\_\_\_\_ Signature of PARTICIPANT \_\_\_\_\_ Date \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_ ( ) \_\_\_\_\_  
NAME/RELATION TELEPHONE

PERSONAL BACKGROUND INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

EMAIL \_\_\_\_\_

DO YOU HAVE ANY CURRENT HEALTH CONCERNS?

\_\_\_\_\_  
\_\_\_\_\_

ARE YOU ON ANY TYPE OF MEDICATIONS? \_\_\_\_\_

\_\_\_\_\_

HAVE YOU EVER BEEN AT HIGH ALTITUDES? \_\_\_\_\_

HAD ANY ASSOCIATED HEATH PROBLEMS AT ALTITUDE? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

WHAT IS YOUR SKIING ABILITY? \_\_\_\_\_

DO YOU HAVE PREVIOUS EXPERIENCE IN THE BACKCOUNTRY? YES or NO

WHERE DO YOU CONSIDER YOUR HOME MOUNTAIN? \_\_\_\_\_

HOW DID YOU HEAR ABOUT US?

- a. REPEAT CUSTOMER
- b. WORD OF MOUTH
- c. MAGAZINE
- d. SILVERTON MOUNTAIN WEBSITE
- e. FACEBOOK/SOCIAL MEDIA
- f. OTHER \_\_\_\_\_