

## **AVSC Event Waiver & Release of Liability Agreement**

As a participant in AVSC's Athletes Strongest Together, I understand that:

- All donations that I raise go directly to the AVSC general scholarship fund
- 50% of the donations that I raise will go toward my 2020 - 2021 season AVSC program fees up to the full cost of my AVSC program
- The excess of funds that I raise beyond the cost of my program fees will go to the 2020 - 2021 AVSC general scholarship fund
- Donations may only be used toward program fee costs. This excludes use toward travel, competition, or other expenses.
- Should the 2020/2021 season be canceled due to COVID-19, funds raised for individual athlete program fees will be carried over to the 2021/2022 season and general donations will be applied to the 2021/2022 season AVSC Scholarship Fund

Aspen Valley Ski/Snowboard Club ("AVSC") is a non-commercial, not for profit activity provider. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence or other fault of Released Parties. "Released Parties" include AVSC, Aspen Skiing Company LLC, United States, Aspen Winter Sports Foundation, the Five Trees Metropolitan District, and their representatives, administrators, directors, members agents, coaches, employees, and volunteers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the Participant being allowed to participate in any way in AVSC related events, programming and activities, including, but not limited to, skiing, snowboarding, training and competitions ("Activities") the Undersigned ("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) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are dangerous and Undersigned fully realizes the dangers of participating in the Activities. The dangers and risks of the activities include, but are not limited to the condition of the, slopes, trails, premises, training and competition venues, and equipment; collisions and encounters with other participants, vehicles, and natural and man-made conditions, objects and features; jumps and other freestyle terrain; loading, riding and unloading lifts; and the acts, omissions, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the

activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence or breach of any statutory or other duty of care, Participant or Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activities.

3. Medical. Undersigned warrants and represents that Participant is in good health. Undersigned has and agrees to maintain valid and sufficient medical and accident insurance for the Participant throughout the time that the Participant participates in any Activities. Undersigned authorizes the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agrees to pay all costs associated with such medical care and related transportation.

4. Miscellaneous. This agreement will apply for every day Participant engages in any Activity without requiring Undersigned to sign an additional agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by Undersigned on behalf of Participant, or Undersigned revokes it in writing and that writing is accepted in writing, signed by the Released Parties' authorized representative. All claims arising from or related to any Activity by Participant, including for injury to person or property and/or death, shall be governed by Colorado law, and exclusive jurisdiction for all claims shall be in state court in Pitkin County, Colorado. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon Undersigned's and Participant's assignees, subrogors, distributors, heirs, next of kin, executors and representatives.