

**WARNING, ASSUMPTION OF RISK, WAIVER OF RIGHTS,
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND CONSENT FOR
MEDICAL TREATMENT (the “Agreement”)**

READ CAREFULLY BEFORE SIGNING

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

This Agreement must be completed to authorize participation in any activity (the “Activity”) offered by the Arrowhead at Vail Association, a Colorado nonprofit corporation, and its successors in interest, affiliated organizations and companies, subsidiaries, insurance carriers, agents, Managers, employees, representatives, assignees, officers, directors and members (individually and collectively, “AVA”), including but not limited to: recreational gatherings and activities including the 4th of July breakfast, 4th of July parade, Family BINGO, adult trivia night, snowshoe walk, hiking and biking and other use of the Arrowhead trails, “Filthy Friday” including races, mud slides, eating contests, egg toss, water balloon toss, and other activities intended to soil clothing, and athletic competitions including soccer, golf and “snowsoccer/golf”. The “Participant” 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.

I, _____, for myself and for any Participant for whom I am signing as indicated below, agree and understand that participation in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY, ILLNESS AND/OR DEATH**. The “Participant” 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. I agree and understand that there are risks associated with participating in the Activity and that falls, accidents, injuries, illnesses and even death may result from engaging in the Activity. I agree and understand that risks include but are not limited to changing weather conditions; collisions with objects and vehicles; variations in terrain; surfaces covered with ice and snow; strenuous activity; proximity to people who may be infected with and able to transmit COVID-19; becoming lost or separated; inclement weather; and negligence or intentional misconduct of others. I acknowledge and understand that the descriptions of the Activities and risks listed above are not complete and that all Activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the Activity. **RECOGNIZING THE RISKS, I UNDERSTAND THE NATURE OF THE ACTIVITY AND EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

In consideration of the services of AVA and of being allowed to engage in the Activity, I agree to **ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS OR DEATH** associated with my and the Participant’s, if any, participation in the Activity. Additionally, I agree to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY AVA for ANY AND ALL LIABILITY** and/or claims for injury, illness or death to persons or damage to property arising from my and Participant’s participation in the Activity, **including those claims based on AVA’s alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.**

By signing this release, I **AGREE NOT TO SUE AVA** and acknowledge and agree that I am **releasing any right to make a claim or file a lawsuit** against AVA for any and all claims of mine and/or a third party arising in whole or in part from the Participant’s participation in the Activity. I agree to pay all costs and attorneys’ fees incurred by AVA in defending a claim or suit brought by me or on my behalf. I release and forever discharge AVA from any claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered, or transportation of Participant to a medical facility provided in connection with the Activity. Further, I agree to pay all costs associated with such medical care and related

transportation provided for Participant and I will indemnify and hold harmless AVA for any costs incurred therein, or any claims originating therefrom.

I agree and understand that this release is applicable to each and every instance that Participant participates in the Activity. By signing this agreement without a parent or guardian's signature, the Participant represents that he or she is at least 18 years of age, or, if signing as the parent or legal guardian of a minor Participant, I represent that I am the legal parent or guardian of the minor Participant, I acknowledge and **understand** that I am (1) signing this release on my behalf as well as on behalf of the minor and that the minor shall be bound by all the terms of this release; and (2) waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

This release shall be binding to the fullest extent permitted by Colorado law which shall govern any and all claims from Participant arising from participation in the Activity with exclusive jurisdiction in the District Court of Eagle County, Colorado. 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 Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE 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 **adult Participant**

Signature of adult Participant

Date

Printed name of **Participant under age 18**
(Please also sign as PARTICIPANT above.)

Printed name of Parent/Legal Guardian

Date

Signature of Parent/Legal Guardian

Address: _____

Emergency Contact:

Name: _____

Relation: _____

Telephone: _____