

MOUNTAIN BIKE & OTHER ACTIVITIES WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & AN INDEMNITY CONTRACT & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person ("Participant") buying or receiving this Bike Uplift Pass or Ticket and who is taking part in Biking, Biking Lessons or Other activities, including competitions and special events, available at Purgatory Recreation I, LLC d/b/a Purgatory Resort, Pajarito Recreation LP d/b/a Pajarito Mountain Ski Area and/or Eagle Mountain Ranch Ltd d/b/a Spider Mountain, (hereinafter individually and jointly referred to as "Resort"), with **ALL** activities and events **ACCESSED WITH THIS PASS or TICKET** collectively and individually referred to in this WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT ("**Agreement**") as "**ACTIVITY**", which includes but is not limited to, **biking the MOUNTAIN BIKE TRAILS and DOWNHILL COURSE, PARTICIPATING IN BIKING LESSONS, COMPETING IN EVENTS**, riding the **SCENIC CHAIRLIFT, HIKING AND CLIMBING IN OUTDOOR TERRAIN** whether self-guided or with guide, climbing on **NATURAL ROCK**, and riding in **RESORT VEHICLES**. 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.

2. The Undersigned represent that Participant has the physical and emotional ability to participate in the **ACTIVITY** and agree and understand that **ANY OR ALL OF THE VARIOUS ACTIVITY(IES)**, require physical exertion, can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH** which could occur including the **risks of** loading, riding and unloading the aerial lifts, changing weather conditions, loose gravel and dirt, rocks, uneven terrain, collisions with natural, man-made and other objects or persons, climbing stairs, dangers from flying objects whether man-made or natural from other participants or yourself, and all of the other risks that are included in participation in biking and other related various outdoor activities in a mountain environment **INCLUDING BUT NOT LIMITED TO THE FOLLOWING UNDERSTANDING:**

I understand that this **ACTIVITY** includes hazards and risks, that the bicycle is solely a user controlled device, that there are risks associated with strenuous physical exertion by participating in the Activity and that falls, **INJURIES AND/OR DEATH** may result from engaging in the **ACTIVITY**. I agree and understand that these risks include, but are not limited to: equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, encounters with snakes or other wildlife, varying slopes, uneven and/or slippery trail conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest & vegetation growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightning, strenuous activity, dehydration, high altitude, becoming lost or separated, driving to and from the **ACTIVITY** site; "downhill" mountain biking involves **INCREASED RISKS** over and above mountain biking, those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges, higher speeds, more difficult control of the bicycle and more violence on impacts with the ground or other surface. Participant assumes the responsibility of maintaining control at all times while engaging in the **ACTIVITY**. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of aerial lifts, course markings and race official instruction. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understand that a **MINOR** Participant may use the aerial lifts **WITHOUT AN ADULT** present. The Undersigned are advised that vehicles, structures and other equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the **ACTIVITY**. Participant represents that he/she is sufficiently fit, healthy, skilled and physically trained to participate in the Activity. It is also **SPECIFICALLY AGREED THAT PARTICIPATING IN A LESSON DOES NOT LOWER THE INHERENT OR OTHER RISKS OF THE ACTIVITY.**

3. The **UNDERSIGNED** recognize that **HELMETS ARE HIGHLY RECOMMENDED** for mountain bike riding and that **PARTICIPANT** should wear a helmet **AT ALL TIMES** while participating in the Activity. **THE UNDERSIGNED** recognize that when **DOWNHILL BIKING**, body armor is **HIGHLY RECOMMENDED** and **PARTICIPANT** should wear body armor **AT ALL TIMES** while participating in the Activity. **THE UNDERSIGNED** understand and agree that a helmet and/or body armor **IS IN NO WAY A GUARANTEE OF SAFETY**, and that no helmet or body armor can protect the wearer against all foreseeable impacts to the head and/or body, and that the **ACTIVITY** and other related activities can expose the user to forces that exceed the limits of protection provided by helmets and/or body armor. **THE UNDERSIGNED** also understand that the helmet and/or body armor **DOES NOT GUARD AGAINST** injury to the neck, spine, or any other part of the body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.

4. The Undersigned acknowledge and understand that the description of the **RISKS LISTED ABOVE ARE NOT COMPLETE** and that participating in the **ACTIVITY**, whether or not described, may be **DANGEROUS** and may also include risks which are inherent and/or which **CANNOT BE REASONABLY AVOIDED** without changing the nature of the **ACTIVITY**. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the **ACTIVITY**. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

5. In consideration for allowing the Participant to participate in the **ACTIVITY, THE UNDERSIGNED HEREBY FULLY RELEASE AND AGREE NOT TO SUE** Purgatory Recreation I, LLC, Pajarito Recreation LP, Eagle Mountain Ranch Ltd, or any successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "**RELEASED PARTY**") for any property damage (including but not limited to equipment damage), **PERSONAL INJURY** or loss to Participant, including **DEATH**, which Participant **INCLUDING ANY MINOR**, may suffer, arising in whole or in part out of Participant's participation in the **ACTIVITY**. By agreeing **NOT TO SUE**, the Undersigned **ARE RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY**. This contract of the **UNDERSIGNED WHICH RELEASES EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDES BUT IS NOT LIMITED TO, ALL CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE or BREACH of any STATUTE or CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY** and including **ALL** claims of any **MINOR**, even after attaining majority.

6. By execution of this Agreement, the Undersigned also **SEPERATELY CONTRACT AND AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each **RELEASED PARTY** from any and all claims, losses, settlements, judgments or lawsuits (including **PAYING THE RELEASED PARTY'S** attorney fees and costs) that are made or filed on behalf of the Undersigned, any Minor for whom Undersigned is signing and/or from any third party injured by the Undersigned arising in whole or in part from Participant's participation in the **ACTIVITY**.

7. In consideration for allowing Participant to participate in the **ACTIVITY**, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the **ACTIVITY** and any claims or disputes as to the applicability, enforceability or interpretation of this **Agreement** shall be **GOVERNED BY THE LAWS OF THE STATE OF COLORADO** and **EXCLUSIVE JURISDICTION** of any claim or lawsuit shall be in the **STATE DISTRICT COURT OF, OR THE FEDERAL COURT SITTING IN, THE COUNTY WHERE** the accident, injury, death or other **CLAIM OCCURRED**.

8. **IF RENTING EQUIPMENT, THE UNDERSIGNED AGREE TO ACCEPT FOR USE THE EQUIPMENT LISTED ON THIS FORM "AS IS" and WITH NO WARRANTIES, EXPRESS OR IMPLIED.** The Undersigned agree and understand that the bike size and model assigned will be determined on the basis of the Renter's height, weight, representation of ability level and age, and the Undersigned verify the accuracy of all information provided by the Undersigned in connection with the equipment rental. The Undersigned agree that they have had the full and fair opportunity to **COMPLETELY INSPECT** the rental equipment. The Undersigned agree that the person listed on this form will be the only person using the equipment. If the Undersigned feel the equipment is not in proper working order and/or is not functioning properly, Undersigned will stop using it **IMMEDIATELY** and return it for inspection, possible repair, adjustment and/or replacement. The Undersigned accept **FULL RESPONSIBILITY** for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that the Resort (Purgatory Recreation I, LLC d/b/a Purgatory Resort, Pajarito Recreation LP and/or Eagle Mountain Ranch Ltd) is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

9. In the case of a **MINOR** Participant, the Undersigned parent or legal guardian acknowledges that he/she is **NOT ONLY** signing this Agreement on his/her behalf, but that he/she is also **SIGNING ON BEHALF** of the **MINOR** and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also **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 Participant would not be permitted to participate in the Activity under this Bike Uplift Pass or Ticket.

10. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

11. The Undersigned understand and acknowledge that this Agreement **IS A CONTRACT** and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be **BINDING** upon **UNDERSIGNED**, the assignees, subrogors, heirs, next of kin, executors and personal representatives of the Undersigned, **AND ANY MINOR FOR WHOM UNDERSIGNED IS SIGNING**.

12. The undersigned gives **FULL PERMISSION** for Resort to use **ANY AUDIO OR VISUAL MATERIALS** of myself or said Minor(s) taken at the resort, and by signing below, Undersigned is releasing the use of any audio or visual materials taken, or on file, for any uses by Resort. It is agreed that all said images and sound recordings shall constitute the property of Resort, solely and completely.

13. **THE UNDERSIGNED** authorize the **Resort** and any **RELEASED PARTY** 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. Further, **THE UNDERSIGNED** agree to pay all costs associated with such medical care and related transportation provided for the **PARTICIPANT** and shall indemnify and hold harmless the **RELEASED PARTY** from any costs incurred therein, or any claims arising therefrom. **IT IS RECOMMENDED THAT UNDERSIGNED OBTAIN HEALTH, ACCIDENT AND LIFE INSURANCE ON EACH PARTICIPANT BEFORE PARTICIPATING IN THE ACTIVITY.**

THIS IS A CONTRACT. DON'T SIGN IT IF YOU DON'T UNDERSTAND IT. IT IS A FULL RELEASE, WHICH MEANS YOU CAN'T SUE IF HURT. IT IS AN INDEMNITY CONTRACT, WHICH MEANS IF YOU BREAK THIS CONTRACT AND SUE, YOU WOULD HAVE TO PAY THE RESORT'S ATTORNEY FEES AND COSTS AS WELL AS ALL OTHER MONEY EXPENSES.

<i>Printed Name of Participant #1</i>	<i>Signature of Participant #1 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>
<i>Printed Name of Participant #2</i>	<i>Signature of Participant #2 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>
<i>Printed Name of Participant #3</i>	<i>Signature of Participant #3 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>
<i>Printed Name of Participant #4</i>	<i>Signature of Participant #4 or Parent/Legal Guardian of Minor</i>	<i>(Date)</i>

<i>Mailing Address</i>	<i>Telephone</i>	<i>Email Address</i>
<i>Emergency Contact</i>	<i>Emergency Contact Phone</i>	<i>Name/Relation</i>