

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR, MEDICAL TREATMENT.

GRAND COUNTY ARCHER'S ASSOCIATION - MARY JANE COURSE

The participant identified below being at least 18 years old has read and signed this Agreement, or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian has read this agreement and has signed it on behalf of him/herself and the Minor. The adult participant or the Minor's parent or legal guardian, will be referred to herein as "Adult," and Adult and Minor are collectively referred to as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the Grand County Archer's Association Activities at Winter Park Resort (the "Resort"), including but not limited to those described below (collectively "Activities", individually an "Activity"). **Undersigned understand that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability, and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.**

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE SUMMER SEASON FOR WHICH THIS AGREEMENT WAS SIGNED WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE RESORT'S AUTHORIZED REPRESENTATIVE. UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT UNDERSIGNED IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS BEYOND THOSE ADDRESSED BY COLORADO LAW.

Undersigned understand that Archery is a HAZARDOUS Activity that involves risks, including but not limited to, the dangers caused by Participant or other persons engaged in archery, misuse or careless use of equipment, injuries, including without limitation, puncture wounds. In addition, outdoor Activities, and especially those conducted at high altitudes, involve certain dangers and risks that can lead to serious injury and even death. Such dangers and risks include, without limitation, rapidly changing weather conditions, exposure to the sun, snow, hail and lightning, reduced oxygen in the air at high altitude, falling limbs and trees, slippery and uneven surfaces, wildlife encounters, steep slopes, loose rocks and gravel. Undersigned understands that Resort personnel, contractors and guests may be in the vicinity of the archery range at any time and Undersigned will take all appropriate steps to avoid them. Undersigned further understand that certain of the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, in addition to those stated above.

Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities and that death may result. Nonetheless and with full knowledge and understanding of the above risks and dangers involved in the Activities, Undersigned voluntarily elects to participate, or voluntarily allow Minor to participate in the Activity. UNDERSIGNED REPRESENT THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO PARTICIPATE IN THE ACTIVITIES AND WILL AT ALL TIMES ACT WITHIN HIS/HER ABILITY.

By signing this Agreement, Adult on his/her own behalf and, if applicable, on behalf of Minor, acknowledges the risks and dangers associated with the Activities and the use of the facilities of the Resort generally and, as a condition to Participant engaging in the Activities, agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS against Grand County Archer's Association, Intrawest/Winter Park Operations Corporation, Intrawest US Holdings, Inc., The City and County of Denver, Winter Park Recreational Association, the United States, event or Activity sponsors, and any equipment manufacturers and distributors, and their insurance carriers, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents, (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in the Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

Adult agrees for him/herself and Minor, if applicable, that ALL claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY COLORADO LAW**, without regard to conflicts of law principles, and that **EXCLUSIVE JURISDICTION** shall be in the District Court in Grand County or in Federal Court for the District of Colorado. **UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

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. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20____

PRINT Name of Participant

Signature of Participant if 18 or older

_____/_____/_____
Participant date of birth

PRINT Name of Parent/Legal Guardian (if applicable)

Signature of Parent/Legal Guardian