

CRESTED BUTTE DEVELOPMENT TEAM
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

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

ACTIVITY: CB Devo Programming
DATES: June 13 - August 11, 2022
ACTIVITY: Junior Bike Week
DATES: June 22 - 26, 2022

In consideration of the PARTICIPANT being permitted to participate in the ACTIVITY, the UNDERSIGNED agree as follows:

1. **Definitions.** The person who is taking part in the CRESTED BUTTE DEVELOPMENT TEAM ACTIVITIES, including programming and/or special events) 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. "Released Parties" means Crested Butte Development Team, Inc., a Colorado non-profit corporation, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders, as well as the Town of Crested Butte, Crested Butte-Mt. Crested Butte Chamber of Commerce, Crested Butte Land Trust, Bureau of Land Management Gunnison Field Office, the U.S. Forest Service and Crested Butte, LLC, a Colorado limited liability company, and its affiliates, subsidiaries, and parent companies. THE UNDERSIGNED agree and understands that taking part in the CRESTED BUTTE DEVELOPMENT TEAM activities, mountain biking, downhill mountain biking, hiking, riding in vehicles to get to a trailhead, riding or utilizing resort equipment and generally recreating in mountainous terrain whether using trails, primitive trails or without trails for any purpose (hereinafter the "ACTIVITY") is **HAZARDOUS AND INVOLVES SERIOUS AND INHERENT RISK OF PHYSICAL INJURY OR DEATH.**

2. **Risks of ACTIVITY.** UNDERSIGNED agrees that the ACTIVITY is recreational and not an essential activity. The UNDERSIGNED agree and understand that taking part in the ACTIVITY is HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The UNDERSIGNED acknowledge that the ACTIVITY is inherently dangerous and fully realize the dangers of participating in the ACTIVITY. The risks and dangers of the ACTIVITY include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface trail conditions; bumps; roots; snow and ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; visibility; collisions; encounters with other bike riders and/or other motor vehicles; adverse weather; landslide, avalanche, lightning, wild animals, limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; COVID (or other communicable diseases), mental distress from exposure to any of the above; equipment failure and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY IS DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. **Duties of PARTICIPANT.** The PARTICIPANT assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY and for recognizing when terrain or circumstances are beyond PARTICIPANT'S control or abilities. PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions from coaches or instructors. PARTICIPANT acknowledges that he/she has the physical dexterity and knowledge to safely ride their mountain bike, including but not limited at elevation under mountainous and unmaintained conditions.

4. Release, Indemnification, and Assumption of Risk.

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the UNDERSIGNED, or any of them, have or which could be asserted on behalf of the UNDERSIGNED in connection with the PARTICIPANT's participation in the ACTIVITY, including, but not limited to claims of indemnification, negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The UNDERSIGNED hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands or

breach of this Agreement including attorneys' fees and expenses whether or not in litigation, arising out of, or related to, PARTICIPANT's participation in the ACTIVITY. Such obligation on the part of the UNDERSIGNED shall survive the period of the PARTICIPANT's participation in the ACTIVITY.

(c) **Assumption of Risk.** The UNDERSIGNED agree and understand that there are dangers and risks associated with the participation in the ACTIVITY and that INJURIES AND/OR DEATH may result from participating in the ACTIVITY, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties or third parties. By signing this document, the UNDERSIGNED recognize that property loss, 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 PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE AND REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF RELEASED PARTY OR OTHERS, FAILED OR DEFECTIVE EQUIPMENT, FAILED OR IMPROPER TRAINING OR COMPLIANCE THEREWITH OR FAILURE TO COMPLY WITH ANY SAFETY REQUIREMENTS AND ANY OTHER UNKNOWN OR UNFORSEEN RISKS OF ANY KIND.

5. Minor Acknowledgment. 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, the parent or legal guardian understands that he/she is also waiving 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. 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. Parent is informed and represents that (1) this Agreement is legally enforceable pursuant to Colorado Revised Statute Section 13-22-107.

6. Medical Care. UNDERSIGNED authorize the Released Parties and/or their authorized personnel to call for medical care for PARTICIPANT, to attempt to give medical aid or to transport PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. UNDERSIGNED agree to pay all costs associated with such medical care and related transportation. UNDERSIGNED is informed and agrees that the Released Parties are not required or represented to be medically trained or certified in any manner.

7. Miscellaneous. The UNDERSIGNED further agree and understand: (a) PARTICIPANT will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) 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 intent of the UNDERSIGNED's that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the UNDERSIGNED. By permitting PARTICIPANT to engage in the ACTIVITY, Crested Butte Development Team has accepted this Agreement.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

X _____ X _____ _____
Printed Name of PARTICIPANT Signature of PARTICIPANT Date

X _____ X _____ _____

Printed Name of Parent/Guardian if PARTICIPANT under 18

Signature of Parent/Guardian if PARTICIPANT under 18

Date

Email Address _____ Telephone _____

Address City State Zip

Emergency Contact Information:

Printed Name Telephone NAME/RELATION