

GMNC/GRAND MESA GLIDERS

ACKNOWLEDGMENT OF RISK PARENT'S RELEASE OF LIABILITY AND INDEMNITY AGREEMENT 2011-2012 Ski Season

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS AN ACKNOWLEDGMENT OF RISK AND A RELEASE OF CERTAIN CLAIMS AND A WAIVER OF CERTAIN LEGAL RIGHTS.

"PARENT" means the undersigned parent or legal guardian signing on behalf of him/herself and on behalf of the minor child ("Child") named below. "GMG" means the Grand Mesa Gliders and the Grand Mesa Nordic Council, collectively.

PARENT AND CHILD UNDERSTAND AND ACKNOWLEDGE THAT SKIING AND PARTICIPATING IN VARIOUS PROGRAMS AND RELATED ACTIVITIES OF THE GMG, INCLUDING BUT NOT LIMITED TO SKIING, TRAINING, COMPETITION, WORKING WITH COURSE-RELATED EQUIPMENT, DRY-Land TRAINING, AND THE USE OF SKI TRAILS AND FACILITIES CAN BE **HAZARDOUS, DANGEROUS, AND INVOLVE A RISK OF PHYSICAL INJURY OR DEATH.**

PARENT AND CHILD UNDERSTAND AND ACKNOWLEDGE THAT THE CHILD ASSUMES THE RISK OF ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING AND SKI TRAINING.

PROVIDING MEDICAL INSURANCE

Parent warrants and represents that the Child is in good health and there are no special instructions regarding the Child which have not been listed on the registration form. Parent and Child acknowledge and agree that the Child has the physical dexterity and knowledge to safely participate in GMG activities. The undersigned Parent understands that this is his/her sole responsibility, and **RELEASES** GMG from any claim and/or responsibility for providing such coverage for the Child.

MEDICAL CARE, TRANSPORTATION

Parent authorizes GMG and their authorized personnel to obtain medical care for the Child or to transport the Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Parent agrees that upon the Child's transport to any such medical facility or hospital, that GMG shall not have any further responsibility to the undersigned Parent or Child. Further, the Parent agrees to pay all costs associated with such medical care and related transportation provided for the Child and agrees to indemnify and hold harmless the GMG from any costs or claims arising from such medical care and related transportation.

RELEASE OF PARTICIPANT'S RIGHTS

The undersigned Parent **HEREBY COMPLETELY RELEASES AND HOLDS HARMLESS** the GMG and the United States Forest Service, and their subsidiaries, representatives, agents, affiliates, officers, directors, parent companies, servants, employees and volunteers (collectively, the "Released Parties") from **ANY AND ALL CLAIMS OF ANY NATURE OR ANY KIND FOR INJURY, OR DEATH** to Child or Child's property that may be sustained in connection with any GMG Activity, **INCLUDING ANY INJURY, DEATH OR DAMAGE THAT RESULTS FROM NEGLIGENCE** of the Released Parties. The undersigned Parent understands that if Child is injured or killed, or property of Child is damaged in connection with any GMG Activity, that neither Parent nor Child has a right to make a claim or file a lawsuit against any of

the Released Parties, in accordance with CRS § 13-22-107. The undersigned Parent further **AGREES TO DEFEND AND INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims brought by third parties which arise in whole or in part from the Child's participation in any GMG Activity.

Media Release

Parent agrees that Child's image or representation may be used by GMNC for use on the website of GMNC or the GMG as well as for use on advertising brochures by GMNC or GMG.

Rules

Parent and Child agree that they will accept and abide by the rules and regulations of GMG and any other rules or regulations imposed by the organizers of any particular event in which Parent and/or Child participate with the GMG.

Choice of Law

In consideration of engaging in GMG Activities and using the trails maintained by the Grand Mesa Nordic Council, on behalf of him/herself and his/her Child, Parent agrees that all claims for injury and/or death for Parent or Child shall be GOVERNED BY THE LAW OF THE STATE OF COLORADO AND EXCLUSIVE JURISDICTION for any such claim shall be in County or District Court of Mesa 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. The undersigned Parent acknowledges that he/she is signing this Agreement on behalf of him/herself and on behalf of the Child, who is a minor, and that the Child is bound by all the terms of this Agreement. This Agreement shall be binding upon the Parent's and Child's assignees, distributors, heirs, next of kin, executors and personal representatives.

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

Print name of Parent or Legal Guardian

Print Name of Child

Signature of Parent or Legal Guardian

Date