

THIS IS A RELEASE OF LIABILITY.

READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING.

**SNOWDODGERS PARTICIPATION ASSUMPTION OF RISK,
RELEASE, WAIVER, AND DISCHARGE**

I, _____, for myself as a Snowdodgers Participant, and the below signed as the parent or legal guardian of and for and on behalf of the Snowdodgers Participant (collectively "I"), acknowledge that I have requested permission from the Snow Dodgers organization to participate in the 2023 Snowdodgers ski and snowboard program.

NOW, THEREFORE, in consideration of being permitted to participate in the activity identified above, and having been fully informed of the nature of the above-listed activity offered by Snowdodgers and the risks inherent in participating in skiing, snowboarding and the Snow Dodgers program, state that I understand such activity involves exercise or physical exertion of varying degrees of difficulty, which may be strenuous and taxing both physically and mentally. I further understand that by participating in this activity I run the risk of physical injury, both internal and external, temporary or permanent, or the risk of death.

1. Assumption of Risk. I have independently evaluated and reviewed the risks and determine to engage in the above-listed activity with full knowledge and acceptance of the risk. Fully understanding these risks, I, for myself, my legal representatives, heirs, and assigns, hereby agree to assume full responsibility and liability for the risk of bodily injury (including death), or property damage which may result from participation in this activity.

2. Release. I, for myself, my legal representatives, heirs and assigns, hereby waive, release, and discharge Snowdodgers, its officials, officers, sponsors, volunteers, representatives and agents (hereinafter the "Snowdodgers") from any and all liability to me, my legal representatives, heirs, and assigns, for any and all losses or damages resulting therefrom, on account of any injury to me, even injury resulting in death, or to my property, whether caused by negligence of Snowdodgers or otherwise, which claims, losses, and demands arise during or result directly or indirectly from participation in the subject activity.

3. Indemnification. I agree to fully indemnify and hold harmless Snowdodgers, from any and all losses, liabilities, damages, or costs, including reasonable attorney's fees, which may be incurred as a result of injuries to me which arise from my participation in the subject activity, whether any such loss or liability was caused by the negligence of Snowdodgers or otherwise. I further agree to indemnify and hold harmless

Snowdodgers for any acts or conduct on my part, of whatever kind or nature whatsoever, while participating in the above-listed activity.

4. Extent of Release. The undersigned expressly agrees that this Release and Indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion of this Release and Indemnification is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

5. Knowledge and Consent. The undersigned has carefully read the foregoing assumption of risk, waiver, release, and discharge provisions and knows and understands fully the contents of said provisions. No oral representations, statements or inducements, other than the foregoing written agreement have been made.

6. Certification. I hereby certify that I have read and am familiar with the Snowdodgers program as published at Snowdodgers.com, including the 2023 Season Program Rules and Orientation, and agree to abide by all such rules. I hereby certify that I am physically capable of participating in the Snowdodgers program and that I have no health conditions that would endanger me or others in the program.

The foregoing Activity Participation Assumption of Risk, Release, Waiver, and Discharge was read and understood by the undersigned this ____ day of _____, 20____.

Date: _____

SNOWDODGER PARTICIPANT:

Print Name

Signature

PARENT OR GUARDIAN OF MINOR:

Date: _____

Print Name

Signature