

SKI AND SNOWBOARD SCHOOL

CHILD REGISTRATION / WAIVER / MEDICAL EMERGENCY CONTACT FORM

LESSON DATE: _____ MOUNTAIN: _____

SCHOOL/GRADE/TEACHER: _____

CHILD NAME: _____

ASPEN SKIING COMPANY RELEASE AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

Exposure to COVID-19 or any other virus, infection, or illness (including those caused by an epidemic, pandemic, or comparable event) is an inherent risk in any public location where people are present. Aspen Skiing Company has implemented protocols to prioritize guest and employee health and safety, but we cannot guarantee you and your child will not be exposed to such viruses, epidemics, pandemics, or comparable events during your visit. The risk of being exposed or becoming sick due to COVID-19 or other illness(es) cannot be eliminated. Every guest visiting us shares the responsibility for a safe and healthy experience. It is your responsibility to read and comply with all instructions and signage posted at the resort and on the resort's website. You and your child will be asked to leave Aspen Skiing Company property if you cannot or will not comply. Stay home and do not drop your child off if you or your child has been exposed, is sick or experiencing symptoms of COVID-19 or comparable virus, infection, or illness. If mandated by Aspen Skiing Company or applicable local jurisdiction, all guests, including children, must wear a face covering in designated areas and maintain at least 6 feet physical distancing from other guests not in their group, including in lift lines. Please encourage your children to wash and sanitize their hands frequently, and we ask that you do the same.

WARNING, ACKNOWLEDGEMENT OF RISK AND PARENT'S WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT In consideration of the above named child ("Child") being permitted to participate in the Children's Ski School Program (the "Program") offered by the Aspen Skiing Company ("ASC") I, being at least 18 years of age, represent and warrant under the penalty of fraud that I am the parent or legal guardian of Child. I agree to the following terms and conditions:

I HEREBY REPRESENT THAT CHILD IS IN GOOD HEALTH, THAT THERE ARE NO SPECIAL PROBLEMS ASSOCIATED WITH THE CARE OF CHILD, AND THAT I HAVE LEFT NO SPECIAL INSTRUCTIONS REGARDING CHILD, OTHER THAN THOSE LISTED ON THE REGISTRATION FORM.

I accept and clearly understand that SKIING, SNOWBOARDING, SNOWBIKING, PARTICIPATION IN THE PROGRAM, AND USE OF ASC'S SKI AREA FACILITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO RACE COURSE VENUES AND FREESTYLE TERRAIN PARKS, ARE HAZARDOUS AND DANGEROUS, AND INVOLVE INHERENT RISKS OF PHYSICAL INJURY OR DEATH. I UNDERSTAND THAT THESE RISKS CANNOT BE ELIMINATED. These risks include, but are not limited to:

- Collisions with skiers, snowboarders, or other people on the slopes, or with manmade or natural objects such as trees, rocks, snowmaking hydrants and lift towers.
- Falling off ski lift chairs.
- Falling while skiing, snowboarding, or snowbiking.
Variable and changing snow and weather conditions.
- Fatigue while engaging in strenuous exercise at high altitude.
- Obstacles, race course or freestyle terrain park feature location, construction or layout, freestyle terrain configuration and conditions; and other courses, layouts, or configurations of the area to be used

I accept and clearly understand that MOUNTAIN OPERATIONS, SUCH AS SNOWMAKING, GROOMING, AND THE USE OF SNOWMOBILES ON THE SKI AREA, CONTINUE THROUGHOUT THE DAY. I acknowledge that CHILD, AS A SKIER, SNOWBOARDER, OR SNOWBIKER, HAS LEGAL RESPONSIBILITIES WHEN HE OR SHE SKIS OR RIDES. I acknowledge that ASC staff members are available to more fully explain to Child and me the legal responsibilities, risks and dangers associated with each of the skiing, snowboarding, and snowbiking activities, ongoing mountain operations, and s the Program activities. I AM VOLUNTARILY PLACING CHILD IN THE PROGRAM WITH FULL KNOWLEDGE OF THE INHERENT RISKS INVOLVED IN THE SPORT OF SKIING, SNOWBOARDING, AND SNOWBIKING AND FREELY ASSUME AND ACCEPT RESPONSIBILITY FOR ALL SUCH RISKS THAT MAY BE ASSOCIATED WITH OR RESULT FROM CHILD'S PARTICIPATION IN THE PROGRAM. Therefore, I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND ASC, its owners, directors officers, parent companies, agents, representatives, employees, and volunteers, and sponsors, which include but are not limited to NASTAR, United States Ski Association dba U.S. Ski & Snowboard, and United States Ski Team, Inc., (collectively, the "Released Parties") from and against any and all liability, claims, actions, causes of action, suits, expenses (including reasonable attorney's fees) and ORDINARY NEGLIGENCE of any kind or nature that I may be entitled to bring on my own behalf, or on behalf of Child, whether foreseeable or not, arising directly or indirectly out of any and all damage, injury, paralysis, or death to Child resulting from Child's participation in the Program, any activity associated with the Program, or which is in any way related to the Program, including, but not limited to any transportation of Child that may be provided, or to any person or property which Child may cause or contribute to with another Child in the Program, WHETHER SUCH DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH RESULTS from the ORDINARY NEGLIGENCE of the Released Parties or from some other cause. This release is intended to be a comprehensive release of liability, but is not intended to assert defenses that are prohibited by law, and if any of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. This Agreement shall be binding upon my assignees, subrogors, heirs, executors and personal representatives.

RENTAL WARNING & LIABILITY RELEASE AGREEMENT - PLEASE READ CAREFULLY BEFORE SIGNING in consideration of the rental shop providing my child with equipment:

1. I accept for use the equipment listed on this form along with any other replacement or supplementary equipment provided to my child "as is" and accept full responsibility for the care of the equipment while it is in my or my child's possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this form and any other equipment provided to me and/or my child but not returned to one of the Aspen Skiing Company Rental locations.
3. I agree to return all rental equipment by the agreed date in the same condition that it was first provided to my child, ordinary wear and tear excepted, to avoid any additional charges.
4. I have made no misrepresentation to Aspen Skiing Company regarding my child's height, weight, skier type, ability, or age.
5. I understand, acknowledge and agree to allow the rental technician to verify that the visual indicators on the bindings correspond to the settings recommended by the binding manufacturer for boot sole length of the ski boot and the height, weight, skier type, ability, and age I have provided for my child on the rental form.
6. All instructions on the use of my rental equipment have been made will be made clear to my child by either ASC rental or ASC ski school personnel.
7. I understand that there are inherent dangers and other and risks involved in the sports of skiing, snowboarding, and snowbiking for which this equipment and any other equipment provided to my child is to be used, that injuries, particularly knee injuries, are common and ordinary occurrence of the sport, and, on behalf of my child, I freely and voluntarily assume and accept those risks and dangers.
8. I understand that the ski/boot binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury, nor is it possible to predict every situation in which it will release or retain; and it is, therefore no guarantee of my child's safety. I further understand that this ski-boot binding system MAY NOT reduce the risk of injuries to my knee.
9. I agree to release, waive, and hold harmless and indemnify Aspen Skiing Company, LLC, and its' owners, agents and employees, as well as the manufacturers, and distributors of this equipment, and any other equipment provided to my child, for any loss or damage, including any that result from claims for personal injury, death or

property damage, and attorney fees, related to the use of this equipment, whether it arises or results from negligence or from some other cause.

10. On behalf of myself, my child, I hereby further release from any legal liability Aspen Skiing Company and its' owners agents and employees from any and all liability for damage and injury or death to my child or any other person or property resulting from the selection, installation, adjustment, maintenance, or use of this equipment, and any other equipment provided to my child, and from any claim of product defect or other legal theory, accepting for myself the full responsibility for any and all damages or injury which may result.
11. I acknowledge that my child will have full opportunity to request and receive instruction in the operation of all rented equipment.
12. The undersigned represents under the penalty of fraud that he/she is the parent or legal guardian of a minor, for themselves and on behalf of said minor, hereby agrees to the provisions of the forgoing Liability Release Agreement and hereby acknowledges and agrees that there are significant risks involved in skiing, snowboarding, and snowbiking which cannot be eliminated including the risk of serious injury, paralysis and death.
13. The bindings on this snowboard WILL NOT RELEASE at all in the event of any fall or accident. These bindings have no safety release feature whatsoever. The absence of safety release features significantly increases the risk of injury to the user of this equipment.
14. I understand and agree that exclusive venue for any disputes arising under this ski school and rental agreement or my child's use of the equipment shall be in Pitkin County District Court, Aspen Colorado or the Federal District Court for the State of Colorado. I further acknowledge and agree that the law of Colorado shall be used to construe this agreement.

WRIST GUARDS AND HELMETS

- We Recommend Helmets for all skiers, snowboarders, and snowbikers and wrist guards for all snowboarders.

I acknowledge that the use of wrist guards and helmets will not eliminate the risk of injury which may occur while skiing, snowboarding, or snowbiking. The use of wrist guards and helmets may also cause injuries which might or would not occur in their absence. I acknowledge and accept the risks or release Aspen Skiing Company from all claims of every sort whatsoever including negligence, which may result from or arise out of the use of rental wrist guards and/or helmets. Helmets are required for all minors 17 years of age and younger by the Ski and Snowboard Schools of Aspen-Snowmass.

This release is intended to be a comprehensive release of liability, but is not intended to assert defenses that are prohibited by law, and if any of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. This Agreement shall be binding upon my assignees, subrogees, heirs, executors and personal representatives.

Medical Release I authorize ASC's appropriate personnel to call for 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 for the Child. I further authorize appropriate medical personnel to render such medical treatment as is necessary for the health of the Child, in their professional opinion. I agree that once the Child is transported to the medical facility or hospital, ASC shall have no further responsibilities for the Child, and I agree to pay all costs associated with such medical care and transportation.

Ski/Snowboard/Snowbike Release I authorize ASC trained ski/snowboard/snowbike technicians and staff to make necessary adjustments to the Child's ski/snowboard/snowbike equipment. I further authorize an ASC representative to obtain rental ski/snowboard/snowbike equipment for the Child in the event it becomes necessary.

Helmet Policy ASC requires all children seventeen (17) years of age and younger to wear appropriate helmets while participating in ski, snowboard, and snowbike classes. Helmets are required for all students of any age participating in terrain park and pipe classes. ASC recommends helmets for all skiers, snowboarders, and snowbikers. I acknowledge and understand that helmets will not eliminate all risks of head injury, both serious and minor, including death.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY ACCEPT THE TERMS OF THIS WAIVER AND RELEASE AGREEMENT. NO INTERLINATIONS OR HANDWRITTEN CHANGES TO THIS DOCUMENT SHALL HAVE ANY FORCE OR EFFECT.

BY COMPLETING AND SIGNING THIS FORM, I REPRESENT UNDER THE PENALTY OF FRAUD THAT I AM THE PARENT OR LEGAL GUARDIAN OF ANY MINOR(S) LISTED HEREIN AND BEING AT LEAST 18 YEARS OF AGE THAT I AM LEGALLY AUTHORIZED TO SIGN ON BEHALF OF MYSELF AND ALL OTHER PERSONS INCLUDED ON THE THIS FORM.

THE UNDERSIGNED / PARENT / LEGAL GUARDIAN:

Parent / Legal Guardian - Please Print Full Name

Date of Birth

Parent/Legal Guardian SIGNATURE and Date

Street Address, City, State, Zip

Email

Phone number

Child Medical / Emergency Contact Information:

Minor (Child) Participants Name: _____ Date of Birth _____

Child Participant's: Height: _____ Weight: _____ Skier Type Ability: circle one 1 2 3

Medication / Allergies: _____

Emergency contact relationship/Name: _____

Emergency contact Phone: _____

Alternate Emergency contact relationship/Name _____

Alternate Emergency contact Phone: _____

