

DURANGO NORDIC SKI CLUB
NORDIC CENTER LIABILITY AND INDEMNITY AGREEMENT

WARNING: Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from the Nordic Ski Area operator for any injury resulting from inherent dangers and risks of skiing including: changing weather conditions, existing and changing snow conditions, bare spots, rocks, stumps, trees, collision with natural objects, man-made objects, or other skiers, variations in terrain, and the failure of skier to ski within their own abilities.

In exchange for, and in consideration of Purgatory Nordic Center making the skiing area available to me for the participation in the sport of skiing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Purgatory Nordic Center arising from my participation in the sport of skiing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF COLORADO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state of federal courts of the **STATE OF COLORADO**.

I understand and **EXPRESSLY AGREE** to the fact that skiing in its various forms is an inherent hazardous sport that has dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. **I EXPRESSLY AGREE**, as a condition of being allowed to use the ski area facility and premises, that I freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE PURGATORY NORDIC CENTER** and its agents, employees, directors, coaches, instructors, and officers **FROM ANY AND ALL LIABILITY** for personal injury, property damage which result **IN ANY WAY** from my participation in this sport, including **PURGATORY NORDIC CENTER NEGLIGENCE**, conditions on or about the premises and facilities or to operations of the ski area including, but not limited to, grooming, actions or omissions of employees, agents of the area, or other skiers, or my participation in skiing or other activities at the Nordic Center **ACCEPTING MYSELF THE FULL RESPONSIBILITY** for **ANY AND ALL** such damage or injury of a kind which may result. I also agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS PURGATORY NORDIC CENTER** from any claims or damages against it by me or third parties arising out of my condition while utilizing **PURGATORY NORDIC CENTER** facilities.

If this release of liability and indemnity agreement is executed by a parent or guardian on behalf of a minor child (under the age of eighteen years of age), the undersigned parent or guardian signing represents to **PURGATORY NORDIC CENTER** that they have the authority to enter into this agreement on behalf of said **MINOR(S)** and **AGREE TO DEFEND AND INDEMNIFY** and hold harmless **PURGATORY NORDIC CENTER** from any and all claims for **PERSONAL INJURY, DEATH, and PROPERTY DAMAGE**, even if caused by **NEGLIGENCE**, arising from participation in the sport of skiing otherwise arising from this agreement brought on behalf of said minor(s), and hold **PURGATORY NORDIC CENTER**, its representatives, agents, affiliates, officers, directors, servants, and employees harmless from any such claim, harm, injury, damages or loss to person and/or property.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE TERMS OF THE ABOVE AGREEMENT AND THE RELEASE FROM THE LIABILITY AND INDEMNITY AGREEMENT WHICH IS AN ESSENTIAL PART OF IT.

I am signing freely and of my own accord, realizing it is binding upon myself, my heirs and assigns in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing binding effect on them as well as myself and that I will defend and indemnify **PURGATORY NORDIC CENTER** from any claims from said minors. As a condition of being permitted to use any and all of the facilities of the Nordic Center, I further agree to expressly assume all risks of personal injury or loss, damage to any of my property, including those arising from negligence. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING.**

Parent/Guardian Name _____ **Signature** _____
Parent or Legal Guardian Signature required of anyone under 18 years of age

Date _____

Athlete Name _____ **Signature** _____

Date _____