PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

"PARTICIPANT MEANS THAT UNDERSIGNED ADULT, BEING AT LEAST 18 YEARS OLD, SIGNING ON BEHALF OF HIMSELF/HERSELF, PARTICIPANT UNDERSTANDS AND AGREES THAT NORDIC SKIING, SNOWSHOEING AND USING THE SKI AREA FACILITIES, FOR ANY PURPOSE (HEREINAFTER THE "ACTIVITY") CAN BE HAZARDOUS AND MAY IONVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.

WARNING

Under Colorado law, a skier assumes the risk of injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions: bare sports: rock: stumps: trees: collisions with natural objects, man made objects, or other skiers: variation in terrain: and the failure of skiers to ski within their own abilities.

Participant is advised that a person using any of the facilities of the ski area is considered a skier, subject to the inherent risks of the sport. Participant expressly **ASSUMES ALL RISKS** associated with the Activity: Participant agrees and understands these risks include, but are not limited to, risks associated with: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, varying weather conditions, rugged mountainous terrain, variations in terrain, bumps, stumps forest growth, downed timber, rocks of various sizes, encountering wild animals and wildlife, strenuous, high altitude, collisions, sharing ski area facilities and Activity venues with people directly involved and/or not directly involved in the Activity and following the direction of the Activity officials. Participant agrees to follow the directions and instructions of the Activity officials. Participant is responsible for reading, understanding and complying with all signage. Participant understands that snowmobiles, snow-grooming and Activity-related equipment may be encountered at any time. Participant recognizes that falls and collisions occur and injured area a common and ordinary occurrence of the Activity. Participant understands that he/she has the opportunity to inspect Activity venues prior to participating in the Activity and he/she assumes the risk of all venue conditions, including but not limited to risks associated with design, maintenance and/or layout. **RECOGNIZING THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

Participant hereby **ASSUMES ALL RISKS** including those associated with participation in the Activity, known or unknown, inherent or otherwise including but not limited to, injury and/or dearth of Participant. Participant acknowledges that falls and collisions occur **and INJURIES OR DEATH MAY RESULT** from participation in the Activity. **IN CONSIDERATION OF PARTICIPATING IN THE ACTIVITY, PARTICIPANT HEREBY AGREES TO HOLD HARMLESS, RELEASE DEFEND AND INDEMNIFY** Steamboat Ski Touring Center, Mountain Crest Sports, Inc., directors, officers, employees and agents (the" Released Parties") **FROM ANY AND ALL LIABILITY** and/or claims that the undersigned Participant may be entitled to bring that arise from Participant's participation in the Activity, **INCLUDING CLAIMS BASEDS ON ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, PARTICIPANT AGREES TIO INDEMNIFY** and hold harmless the Released Parties from any and all claims of Participant arising in whole or in part from Participants participation in the Activity.

Participant warrants he/she is in good health and there are no special problems associated with his/her care. Participant 1) authorizes a licensed physician his/her other medical care provider to carry out any emergency medical care for Participant; 2) accepts responsibility and agrees to indemnify the Released Parties for all such medical expenses; 3) agrees to defend the Released Parties for any and all claims arising from treatment brought by participant; 4) irrevocably grants SSTC the right of publicity to own and use image(s) collected of Participant while participating in the Activity; and 5) agrees to defend and indemnify Released Parties for any and all claims whatsoever brought by a third party in condition with Participant's participation in the Activity.

In consideration of allowing Participant to participate in the Activity and if using the ski area facilities, **PARTICIPANT AGREES THAT ANY AND ALL CLAIMS** for injury and or death regarding an alleged incident shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado. This Release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be enforceable, the remaining terms shall be enforceable. This Release shall be binding upon Participant's assignees, superiors, distributors, heirs, next of kin, executors and personal representatives.

I hereby release and hold harmless Steamboat Ski Touring Center/Haymaker Nordic Center and its employees from any liability to any persons or property resulting from the use of equipment as listed herein. I understand the bindings furnished herewith are designed for cross-country skiing and snowshoeing, are designed as non-release bindings and are no guarantee to my safety. I expressly acknowledge that I have personally examined the subject equipment and that I am satisfied as to its conditions. I agree to use the skis/snowshoes carefully and prudently for normal recreational skiing/snowshoeing ONLY, and will return said equipment by 4:45 PM on the last day of this agreement, in as good condition as rented, normal wear and tear excepted. I am responsible for the return of the exact items listed and agree to reimburse Steamboat Ski Touring/Haymaker Nordic Center for the value of all equipment damaged, lost or stolen as determined by the lessor. This agreement contains a waiver of warranties express and/or implied. When you sign this agreement, you warrant that you have read and understand this agreement.
Rentals must be returned by 4:45PM.

I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE THIS IS A RELEASE OF LIABILITY AND I SIGN OF MY OWN FREE WILL.