

DSC/PURGATORY, LLC, DBA DURANGO MOUNTAIN RESORT

SUMMER ACTIVITIES WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is assisting with or taking part in any or all of the various activities available at DSC/Purgatory, LLC, dba Durango Mountain Resort, including but not limited to riding the **ALPINE SLIDE**, riding the **ZIPLINE** riding the **SCENIC CHAIRLIFT**, **HIKING AND CLIMBING IN MOUNTAIN TERRAIN** whether self-guided or with guide, playing **MINI GOLF**, playing **DISC GOLF**, climbing the **CLIMBING WALL**, climbing on **NATURAL ROCK**, riding the **MECHANICAL BULL**, playing **BASKETBALL**, **PING PONG**, **VOLLEYBALL** and/or **HORSESHOES**, using the **POOL AND SLIDE**, using the **ROPES COURSE**, using the **BUNGEE TRAMPOLINE**, playing in the **BOUNCE HOUSE**, participating in **FIELD TRIPS** and playing in the **PLAYGROUND**, shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that any or all of the various activities, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH** which could occur from these activities, the risks of loading, riding and unloading the aerial lifts, changing weather conditions, loose gravel and dirt, rocks, uneven terrain, collisions with natural, man-made and other objects or persons, dangers from flying objects whether man-made or natural from other participants or yourself, and all of the other risks that are included in participation in various outdoor activities in a mountain environment.

As to **RIDING THE ALPINE SLIDE**, I understand that such an activity includes the **HAZARDS AND RISKS** that the sled is solely a user controlled device, that the **SLED DOES TIP OVER OR MAY LEAVE THE TRACK**, that **HIGH SPEEDS** may be reached if the user allows the sled to do so, that the materials of the track and the sled can cause cuts, abrasions, etc., that injuries do occur and that, by my signature below, I **VOLUNTARILY ASSUME ALL RISKS of any INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS SPORT AND AGREE TO KEEP THE SLED UNDER CONTROL AT ALL TIMES AND TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS.** I also agree to remain alert and to act in a careful and prudent manner at all times to safeguard myself as much as possible.

2. The Undersigned agree and understand that there are dangers and risks associated with participating in the Activity and that falls, **INJURIES AND/OR DEATH** may result from engaging in the Activity. The Undersigned agree and understand that **risks include, but are not limited to, the following:**

Use of equipment, equipment failure, improper use of equipment by Participant or others, slipping, falling, tripping, becoming tangled in a rope, collisions with others, collisions with hard surfaces, varying surfaces of the Activity area, splinters, changing weather conditions, lightning, falling debris, transportation to and from the venue, and mental distress from exposure to any risks

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** DSC/Purgatory, LLC, dba Durango Mountain Resort or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE**

