

# Backcountry Experience Uphill/Downhill Race Facts

Join us for the second annual Backcountry Experience Uphill/Downhill event at Purgatory On Saturday February 13<sup>th</sup>. Competitors will race up from the base area to the top of the Purgatory Village Express Lift ( Lift 1), and ski back down to the base area. The route up will start at chair lift 1, go up Pandemonium and down Styx to the base area. Good Luck!!

## Registration

- Preregistration at Back Country Experience at the Camino Del Rio location or the DMR location.
- Mandatory check-in will be 7:00 am in Hoody's to receive your Bib.
- Registration the day of the event will be held from 7:00 am to 7:30 am at Hoody's

\* All times subject to change for weather and safety concerns. Please call 970.385.2149 for updates the day of races. Please contact us at [mattnimetz@gmail.com](mailto:mattnimetz@gmail.com) for any additional questions.

## Rules

- **All competitors must be on skis, tele or split decision snowboard, no snowshoes.**
- **Helmets are mandatory.**
- **You must stay on the designated route.**
- Always stay in control and be able to stop or avoid other people or objects.
- People ahead of you have the right of way; it is your responsibility to avoid them.
- You must not stop where you obstruct a trail or are not visible from above.
- Always use safety devices to help prevent runaway equipment.
- You have one hour to make it to the top of the mountain.
- You are responsible for transporting your skins down the mountain.

## Categories

Open Men & Open Women

## Awards

An awards ceremony will take place at Hoody's after the event

**Cost**

\$20.00 per racer plus \$15 refundable bib deposit. Please pay with a check or cash. If you are paying with a check, please write two separate checks one for the race entry and one for the bib deposit. Please make checks payable to DMR.

**Schedule**

Saturday February 13

7:00am ~7:30 am- check in at Hoody's for your bib.

7:50 am competitors may line up at the start line near the six pack lift

8:00 am the race starts

9:00 am competitors who have not reached the top of the mountain must retreat down to the base.

~9:30 am awards ceremony at Hoody's.

# Backcountry Experience Uphill/Downhill Race Registration

February 13, 2010

Registration Form

Name: \_\_\_\_\_

Age as of February 13, 2010: \_\_\_\_\_

Gender: (circle one) Male Female

Equipment: (circle one) AT Tele Split Decision

Sponsors: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Entrants must sign release form.

## DSC/Purgatory, LLC, d/b/a Durango Mountain Resort

### **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 taking part in Town Downhill at DSC/Purgatory, LLC, d/b/a Durango Mountain Resort 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 skiing and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Participant, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; Participant's use of his/her own personal equipment; Participant's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Participant's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Participant may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. 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.**

6. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** DSC/Purgatory, LLC, d/b/a 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.**

7. 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.

8. 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 JURISDICTION** of any claim shall be the **DISTRICT COURT OF LA PLATA COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

9. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

10. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

11. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**THE UNDERSIGNED SPECIFICALLY UNDERSTAND THAT INVERTED MANEUVERS ARE NOT ALLOWED AND I/MINOR WILL BE DISQUALIFIED IF THIS RULE IS VIOLATED. THE UNDERSIGNED IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW THE UNDERSIGNED IS RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM THE UNDERSIGNED IS SIGNING. THE UNDERSIGNED UNDERSTAND AND REPRESENT TO DURANGO MOUNTAIN RESORT THAT THE UNDERSIGNED MUST/WILL INSPECT THE COURSE BEFORE PARTICIPATING, AND THAT THE UNDERSIGNED HAS THE ABILITY AND IS QUALIFIED TO PARTICIPATE IN THIS EVENT.**

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant                      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #1

\_\_\_\_\_  
Signature of Parent/Legal Guardian #1                      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #2

\_\_\_\_\_  
Signature of Parent/Legal Guardian #2                      Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Emergency Contact \_\_\_\_\_

Printed Name

Telephone

NAME/RELATION