



# DURANGO BOARD & BOAT, LLC

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 DURANGO BOARD & BOAT including but not limited to riding any type of CRAFT that floats ON WATER, FISHING, WADING or otherwise involving the Participant in any exposure to PONDS, STREAMS, LAKES or other BODIES OF WATER on or off the property of the RELEASED PARTY (as defined in Paragraph 4 below) 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 represent that Participant has the physical and emotional ability to participate in the activities and agree and understand that any or all of the various activities, for any purpose (collectively the "Activity"), require physical exertion, can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH which could occur including 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, climbing stairs, 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.
2. The UNDERSIGNED recognize that LIFE JACKETS ARE REQUIRED on the water and HIGHLY RECOMMENDED AT ALL TIMES while participating in the Activity. THE UNDERSIGNED recognize that when THE UNDERSIGNED also understand that wearing a life jacket DOES NOT GUARD AGAINST injury to the neck, spine, or any other part of the body, and that these limitations are INHERENT RISKS of the Activity.
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. In consideration for allowing the Participant to participate in the Activity, THE UNDERSIGNED HEREBY FULLY RELEASE AND AGREE NOT TO SUE Durango Board & Boat or Purgatory Metro District or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") for any property damage (including but not limited to equipment damage), Injury or loss to Participant, including death, which Participant INCLUDING ANY MINOR, 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 STATUTE or CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY and including ALL claims of any MINOR, even after attaining majority.
5. By execution of this Agreement, the Undersigned also AGREE TO DEFEND AND INDEMNIFY/REIMBURSE each Released Party from any and all claims losses, lawsuits (including attorneys fees and costs) of the Undersigned, any Minor 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 jurisdiction of any claim shall be the District Court OF LA PLATA COUNTY, COLORADO.

7. 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.

8. 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.

9. 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.

10. The undersigned gives FULL PERMISSION for Purgatory to use ANY AUDIO OR VISUAL MATERIALS of myself or said minor(s) taken at the resort, and by signing below, I am releasing the use of any audio or visual materials taken, or on file, and for any uses by Purgatory of me or my child(ren). I understand that all said images and sound recordings shall constitute the property of Purgatory, solely and completely.

11. The Undersigned represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.

Printed Name of Participant #1 Signature of Participant #1 or Parent/Legal Guardian of Minor (Date)

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Printed Name of Participant #2 Signature of Participant #2 or Parent/Legal Guardian of Minor (Date)

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Printed Name of Participant #3 Signature of Participant #3 or Parent/Legal Guardian of Minor (Date)

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Printed Name of Participant #4 Signature of Participant #4 or Parent/Legal Guardian of Minor (Date)

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**LIST of Minor Participants**

1.) \_\_\_\_\_  
2.) \_\_\_\_\_  
3.) \_\_\_\_\_  
4.) \_\_\_\_\_  
5.) \_\_\_\_\_

6.) \_\_\_\_\_  
7.) \_\_\_\_\_  
8.) \_\_\_\_\_  
9.) \_\_\_\_\_  
10.) \_\_\_\_\_

Mailing Address Telephone Email Address (Optional) \_\_\_\_\_

Emergency Contact Emergency Contact Phone Name/Relation \_\_\_\_\_