

**PRIVATE SKI INSTRUCTION WITH WENDY FISHER  
by FISHSKI, LLC**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS  
AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

Dates of Participation: \_\_\_\_\_  
Participant Name: \_\_\_\_\_ (the "Participant")  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**SKILL LEVEL:** Circle below the description that best describes your skiing/boarding level:

*First time Beginner Intermediate Advanced Expert Other (explain)* \_\_\_\_\_

Do you have any medical/physical conditions of which the leader(s) should be aware?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain \_\_\_\_\_

► **This RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ("Agreement") must be completed and returned to FISHSKI, LLC ("Coordinator"), f/s/o Wendy Fisher Lindenmeyr ("Wendy"), prior to commencing any skiing lessons or other private ski instruction activity (the "Instruction").**

In this Agreement, the term "skiing" shall include skiing, snowboarding and telemarking in and on the terrain located at Crested Butte Mountain Resort, both publicly and privately owned, and participation in Instruction.

1. ACKNOWLEDGEMENT. In consideration for being permitted to participate in the identified activity, I, for myself and for my personal representative, assigns, heirs, and next of kin, do ACKNOWLEDGE:

(a) that I understand the nature of the Instruction and its related skiing activities, that I am physically and mentally qualified to participate in such activities, and that it is my own responsibility to be appropriately clothed and equipped for that activity. I understand that the activity may be conducted over private or public lands and will involve facilities open to the general public and that hazards of traveling and skiing in such areas are to be expected. I agree that it is my responsibility to immediately discontinue participating in the Instruction or any activity therein if at any time I believe the conditions to be unsafe or that I do not have the requisite skills for a particular trail, run, slope or activity; and

(b) that the Instruction and skiing activities involve risks and the danger of serious bodily injury, including, without limitation, permanent **disability, paralysis, or death**. I understand that the Coordinator and Wendy are not responsible for screening participants for ability, proper attire, or

equipment. I understand that there may be additional risks and expenses incurred as a result of participating in this activity, such as transportation breakdown, stolen or damaged equipment, to name but two examples. I fully assume and accept all such risks and all responsibility for injury, losses, costs, and damage that I may incur as a result of my participation in the activity.

2. ASSUMPTION OF RISKS. I am aware that skiing involves many risks, dangers and hazards, including, but not limited to: boarding, riding and embarking ski lifts, snowcats, snowmobiles or other equipment or vehicles; changing weather conditions; avalanches and avalanche debris; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or below the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; marked and unmarked obstacles; rugged mountainous terrain; slick or uneven riding and walking surfaces, strenuous activity; high elevation, streams, creeks and exposed holes in the snowpack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snowmaking equipment, snowgrooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other skiers or snowboarders; the failure to ski within one's own ability or within designated areas, or the over-estimation of one's ability; negligence of other skiers or snowboarders; equipment malfunction; and NEGLIGENCE ON THE PART OF THE COORDINATOR OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE COORDINATOR OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, HAZARDS AND DANGERS OF SKIING. I am also aware that the risks, hazards and dangers referred to above exist throughout the skiing terrain and that many are unmarked. Additionally, I acknowledge that there may be limited or no rescue personnel or services available in the areas of the skiing activities.

I AM AWARE OF THE RISKS, HAZARDS AND DANGERS ASSOCIATED WITH SKIING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, HAZARDS AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. I RECOGNIZE THAT FALLS AND COLLISIONS OCCUR AND INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF SKIING AND, IF APPLICABLE, I AGREE TO FULLY ADVISE AND INFORM SUCH ABOVE NAMED MINOR OF THESE SAFETY HAZARDS, ISSUES AND CONCERNS. I AGREE THAT IN THE EVENT I AM OR BELIEVE THAT I MAY HAVE BEEN INJURED, I AGREE TO IMMEDIATELY NOTIFY THE COORDINATOR OR ITS STAFF PRESENT FOR THE ACTIVITY AND, IF APPLICABLE, I WILL INFORM SUCH ABOVE NAMED MINOR TO NOTIFY THE COORDINATOR OR ITS STAFF PRESENT FOR THE ACTIVITY OF THE SAME. I further agree that my (or the above named minor's) transport to any such medical facility or hospital is not my responsibility and that the Released Parties shall not have any further responsibility for me (and/or the above named minor). Further, I agree to pay all costs associated with extraction or rescue, emergency or medical care and related transportation (including helicopter transport) provided for me (and/or the above named minor) and shall indemnify and hold harmless the Released Parties (as defined below) from any costs incurred therein, or any claims originating therefrom.

3. WAIVER. In consideration of the Coordinator, I hereby agree as follows:

(a) TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the COORDINATOR, and its members, managers, directors, officers, employees, agents, representatives, sponsors, instructors, including but not limited to Wendy, and their successors and assigns (all of whom are collectively referred to as the "Released Parties" and each as a "Released Party"), and TO FULLY INDEMNIFY AND RELEASE THE RELEASED PARTIES from any and all liability and loss, damage, expense or injury, including death, that I may suffer, or that my next of kin may suffer resulting from my participation in the Instruction, my use of or my presence on ski area facilities or travel to or beyond ski area boundaries or otherwise, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, NEGLIGENCE,

BREACH OF CONTRACT, OR BREACH OF ANY STATUTE OR DUTY OF CARE, ON THE PART OF THE RELEASED PARTIES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASED PARTIES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, HAZARDS AND DANGERS OF SKIING REFERRED TO ABOVE;

(b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability for any damage to property or personal injury to Participant or to any third party, resulting from my participation in the Instruction or my use of or presence on ski area facilities or travel beyond the ski area;

(c) BY SIGNING THIS RELEASE, I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT I (AND/OR THE ABOVE NAMED MINOR) ARE RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY. I AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ANY AND ALL CLAIMS THAT MAY ARISE FROM ME OR THE ABOVE NAMED MINOR AND/OR ANY THIRD PARTY, FROM PARTICIPATION IN THE SKIING ACTIVITY AND INSTRUCTION.

4. HEIRS AND ADMINISTRATORS. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my severe injury, death or incapacity.

5. GOVERNING LAW AND VENUE. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Colorado and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the city and county of Gunnison, Colorado and shall be within the exclusive jurisdiction of the Courts of the state of Colorado.

6. MISCELLANEOUS. No amendment or modification of this Agreement will be valid or binding unless in writing and executed by Coordinator and Participant. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. If any provision of this Agreement is held to be unenforceable or invalid because it is overbroad or too far reaching, such provision shall be deemed to be revised so that it applies to the maximum extent permitted by law.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Released Parties with respect to the safety of skiing or the Instruction, other than what is set forth in this 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 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 SPOTS; ROCKS; 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. IN ADDITION TO THE INHERENT RISKS DESCRIBED IN THIS WARNING, COLORADO LAW NOW ALSO INCLUDES CLIFFS, JUMPS AND EXTREME AND FREESTYLE TERRAIN IN THE INHERENT RISKS OF SKIING.

I UNDERSTAND AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I (OR THE ABOVE NAMED MINOR) OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES.

I have read this Agreement, fully understanding its terms and conditions and the waiver of rights contained herein. I SIGN IT FREELY OF MY OWN VOLITION. If any portion of this agreement is held to be invalid, the remainder shall continue in full force and effect

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Please print name clearly

\_\_\_\_\_  
Please print name clearly

**If the Participant is under the age of 18, his/her parent or legal guardian must read and sign below:**

I certify that I am the legal guardian or parent of the above-named minor, who is in good health and has no special problems associated with his/her care. I have read and hereby consent to the terms of this Agreement on behalf of the minor and consent to his/her participation in the Instruction. I have read this release and fully understand that I am not relying on any statements or representations of any party released hereby. I have read and understand the above release and waiver of claims and understand that all of the terms and conditions contained therein also apply to my child's participation in the Instruction.

**By signing this agreement as the parent or legal guardian of a minor, I understand that I am 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 would not be permitted to participate in the Instruction.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Legal Guardian 1

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Legal Guardian 2