

Loveland Ski Area Childcare Center Assumption of Risk, Release of Liability, and Indemnity Agreement

Please read carefully, this is a legal document

“Released Parties” mean Clear Creek Skiing Corporation doing business as Loveland Ski Area, the United States and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents.

“Activity” and “Activities” mean participation in the Childcare Center; including all indoor and outdoor activities offered by or through the Childcare Center including but not limited to childcare, outdoor and indoor play and recreation, any other events offered by Released Parties; and/or using for any purpose the Released Parties’ US Forest Service permit area, property, facilities, buildings, amenities, parking lots, sidewalks, or equipment. “Me”, “Myself”, and “I”, means the adult, being at least 18 years old, who is accepting these terms on behalf of Myself and on behalf of a minor . “Minor” means the minor Participant. The person(s) actually taking part in the activity is referred to as “Participant”.

In consideration of being allowed to participate in the Activities, on behalf of Myself and all other Participant(s), I agree as follows:

1. Participating in the Activity may be dangerous and involves the risk of physical injury or death. The dangers and risks of the Activities include, but are not limited to: trips, falls, slick or uneven surfaces, high altitude, cold weather, other participants, food and environmental allergies, and communicable diseases/illnesses. I acknowledge that the description of the dangers and risks listed herein is not complete and that participating in the Activity may be dangerous and may include other risks, including, but not limited to the acts, omissions, representations, carelessness, and negligence of Released Parties.
2. By signing this Agreement, I, on my own behalf and, on behalf of Minor, acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and agree not to sue or file any actions or claims against Released Parties that are based on, arise or result from, in whole or in part, participation in any Activities, including, but not limited to negligence and premises liability claims; (3) indemnify, defend, and hold harmless the Released Parties from and against any and all liability or damage of any kind and from any suits, claims or demands, including legal fees, attorneys fees, and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in the Activity.
3. I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on line and broadcast presentations of any sort.
4. I authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.
5. By accepting this Agreement on behalf of any Participants other than Myself, I am representing that I have authority to execute this Agreement as either the parent or legal guardian of the Participant.
6. This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Released Parties’ authorized representative. All claims arising from or related to any Activity by Participant, including for injury to person or property and/or death shall be governed by Colorado law, without regard to conflicts of law principles, and that exclusive jurisdiction shall be in the District Court County of Clear Creek, Colorado or the United States District Court, District of Colorado . This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF MYSELF AND PARTICIPANT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE BY SIGNING BELOW AND/OR I ACCEPT IT BY USE OF THE ACTIVITIES.

Date: _____

Child Name: _____

Signature of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #2

Printed Name of Parent/Legal Guardian #1

Printed Name of Parent/Legal Guardian #2

Other person(s) authorized to pick up my child from the Childcare Center:

Names _____ Addresses _____ Phone _____

Names _____ Addresses _____ Phone _____

CHILD'S NAME: _____ Birth Date _____ Age _____

CHILD'S ADDRESS: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

1st PARENT OR GUARDIAN: (circle one)

2nd PARENT OR GUARDIAN: (circle one)

Name _____

Home Address _____

Employer _____

Work Address _____

Phone _____

*Cell Phone _____

Name _____

Home Address _____

Employer _____

Work Address _____

Phone _____

Cell Phone _____

IN CASE OF EMERGENCY

Contact **-NOT AT THE AREA**(Required):

Name _____ Relationship _____

Address _____ Phone _____

Dentist _____ Address _____ Phone _____

Doctor _____ Address _____ Phone _____

St. Anthony's Hospital
11600 West 2nd Place Lakewood, CO 80228
720-321-0000 or closest appropriate facility

Other: Hospital _____
Address: _____
Phone: _____

Health Information

Food or Medical Allergies _____ **Special Diets** _____

Chronic Medical Conditions _____ **Medications** _____

*Loveland will apply Coppertone sunscreen SPF 50 to face and arms. **Signature** _____

*My child has my permission to participate in any outdoor activities deemed suitable by the Chilcare Center staff. **Signature** _____

*From time to time videos (Rated G only) will be shown in the Childcare Center. **Signature** _____

*My Child has my permission to listen to a variety of music while in the Childcare Center. **Signature** _____

*I authorize Loveland Ski Area to proceed with emergency medical attention in the event that I cannot be reached. **Signature** _____

*I authorize Loveland Ski Area to transport my child by foot or by vehicle for program or emergency purposes. **Signature** _____

*I understand that a copy of the Childcare Center's Parent Handbook is available, in the Childcare Center and I agree to comply with all the information contained therein. **Signature** _____

Signature of Parent/Guardian _____ **Date** _____