

## **Crestone Capital Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

Crestone Capital LLC ("**Crestone**" or "**Company**") sometimes coordinates and sponsors events and activities for employees, existing and potential clients, and friends of the firm. Sometimes, these events and activities are outdoors in inclement weather, involve tools, equipment or machinery, and might sometimes involve activities that are inherently dangerous. The owners and operators of the events, activities, and properties may ask you to review important information and sign a waiver and release agreement. To the extent that is the case, this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("**Agreement**") is a separate waiver and release and is entered into by and between only you ("**I**" or "**Me**") and Crestone.

I acknowledge and agree that entering into this Agreement is required as a condition to participating in the Crestone Capital/Steamboat Powdercats Ski Trip ("**Trip**").

- 1. Acknowledgement and Assumption of the Risk.** I desire to attend the Trip and have been provided with information from Steamboat Powdercats about the risks associated with participating in the Trip activities and/or I have conducted my own research into the activities. In consideration for my participation in the Trip and by executing this Agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge Crestone and its current and former parent companies, subsidiaries, predecessor and successor corporations, other affiliated companies, and assigns as well as any of their respective past, present, and future employees, officers, directors, associates, managers, administrators, insurers, and attorneys ("**Released Parties**") from any and all claims, demands, damages, rights or causes of action, present or future, whether known or unknown, anticipated or unanticipated, resulting from or arising out of the Trip.
- 2. Agreement not to Sue.** I agree for myself and all heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs or legal representatives may have as a result of any incident, event, personal injury, loss, death, or property damage I may sustain resulting from or relating to the Trip.
- 3. Property.** I understand and agree that Crestone is not responsible for property that is lost, stolen, or damaged while on the Trip.
- 4. Supervision.** I recognize that Crestone has no duty to supervise the activities of any participant (including me) or spectator on the Trip. Crestone assumes no responsibility or liability for the acts or omissions of any such persons. I agree to be solely responsible for the safety and wellbeing of myself. I agree to comply with all rules imposed by Crestone and Steamboat Powdercats regarding the Trip. I agree to wear all required safety gear, including helmets and adhere to all safety standards.
- 5. Voluntary Participation.** I understand and confirm that participation in any event offered by Crestone, including but not limited to this Trip, is voluntary. I agree that participation is not expected. I warrant that I am in overall good health and that no bodily or mental condition would create an unreasonable risk of harm to myself or others in participating in any activities or games on the Trip that require physical or mental exertion.



- 6. **Confirmation of Understanding.** I understand that this trip is given in appreciation of the continued relationship with Crestone, and without expectation of anything in exchange, including, but not limited to, reimbursement for the trip, related expenses, or future client referrals.
- 7. **Consumption of Alcohol.** I understand that participants twenty-one (21) years of age and older may choose to drink alcohol during certain parts of the Trip. However, alcohol consumption is at a participant’s own discretion, risk, and liability. Excessive alcohol consumption is not condoned. I agree that I will not consume alcohol to an extent that would render Me intoxicated or a danger to myself or others. I hereby assume all risks involved with the consumption of alcohol and unconditionally hold the Company harmless.
- 8. **Modification.** The provisions of this Agreement can only be modified by a written instrument executed by an authorized agent of Crestone.
- 9. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of Crestone and Me. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Me and Crestone, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof.
- 11. **Severability.** If any part of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions of this agreement will nevertheless be binding with the same effect as though the void portions were deleted.
- 12. **Governing Law.** The construction and meaning of the terms and provisions of this Agreement will be interpreted in accordance with the laws of the state of Colorado without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Agreement must be brought exclusively in the state and federal courts of Colorado.

*I understand that by signing this Agreement, I give up important legal rights, including the right to sue.*

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT. I AGREE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE ON THE DATE THAT I SIGN AND SUBMIT THIS AGREEMENT.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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