



STEAMBOAT POWDERCATS PARTICIPANT AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS AND INCLUDES AN ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. This document is an **Assumption of Risk, a Release of Liability and Indemnification Agreement** between **Steamboat Powdercats**, and the PARTICIPANT as indicated below. PARTICIPANT must read this document carefully before signing. By signing this document, the UNDERSIGNED signifies that he/she has read this document and fully understands the meaning and consequences of this document and that by signing this document agrees to the terms and conditions as set forth below.

2. The person who is participating in a Steamboat Powdercats, hereinafter referred to as ("SPC"), Snow Cat Skiing or a Ski Touring trip, or Avalanche course, 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 agrees and understands that Snow Cat Skiing and/or Ski Touring and/or any other uses of SPC area facilities, including use of the Snow Cats, snowmobiles, vehicles, drones and other equipment, hereinafter the "ACTIVITY" can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

3. The UNDERSIGNED further agrees and understands that risks associated with the ACTIVITY (s) have some additional risks and dangers which include, but are not limited to: **AVALANCHES**, which can frequently occur in the mountain terrain used for the ACTIVITY, which may be caused by natural forces, including but not limited to, steepness of slopes, snow depth, instability of snow pack, changing weather conditions or by skiers, the snow cat, and the unpredictability of the terrain; and **MOUNTAIN TERRAIN**, where a fall may cause injury or death. Mountain terrain has steep slopes which may contain dangerous obstacles and hazards which may be hidden or covered by snow. Obstacles and hazards include, but are not limited to, crevasses, ice, snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes, depressions below the snow surface, and varying difficult snow conditions. The terrain may also have dangerous man-made obstacles and hazards, which include but are not limited to, roads, steep road banks, fences and other man-made structures. **THE UNDERSIGNED AGREES AND UNDERSTANDS** the areas used for skiing may not have been skied previously and are not regularly patrolled or inspected. The area selected for the ACTIVITY may not be the safest and there is no promise, implied or expressed, that any route or terrain is safe and free from the harms and dangers stated herein. Due to the forested areas, wild and rugged terrain and/or bad weather, skiers may become lost or separated from the SPC personnel and/or the other Participants. Communication in mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be available and/or delayed. **PARTICIPANT** recognizes that injuries or death are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY. Further, THE PARTICIPANT AGREES TO FOLLOW THE INSTRUCTIONS OF THE GUIDE(S) AND ALWAYS SKI WITHIN HIS OR HER OWN ABILITIES AND WILL NOT UNDERTAKE ANY ACTION NOR SKI ON TERRAIN WHICH IS OUTSIDE OF THAT SKIER'S ABILITY.**

3.a Participant agrees and states that they understand that the activity contains risk of contracting COVID-19 and specifically undertakes the activity with a knowing understanding and appreciation of the risks of being exposed to and contracting COVID-19. With this acknowledgement, participant agrees to waive any claims against SPC, other participants or any other entities associated with SPC in the event that participant contracts or is exposed to COVID-19 during the activity.

4. In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, the UNDERSIGNED hereby agrees to **ASSUME ALL RISKS**, either known or unknown, associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, the UNDERSIGNED agrees to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** SPC, its affiliated organizations and companies, the United States and their insurance carriers, their respective agents, employees, representatives, assignees, officers, directors and shareholders (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY** and/or claims arising from injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY and use of equipment, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH of any express or implied WARRANTY.** By signing this release, the UNDERSIGNED **agrees that they are releasing any right to make a claim or file a lawsuit against any Released Party. THE UNDERSIGNED AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of the UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY and use of rental equipment.

5. The UNDERSIGNED represents that the PARTICIPANT is in good health and/or advised SPC of any and all medical conditions that may affect PARTICIPANT'S ability to participate in the ACTIVITY. The undersigned understands that these medical conditions may affect their well-being during the activity or that the conditions may be aggravated or exacerbated by the activity, the environment, or in some manner related to the activity. The results of which could lead to injuries or illnesses that may be serious in nature and could result in death or significant physical impairment.

6. The UNDERSIGNED authorizes 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 PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, the UNDERSIGNED **agrees to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating there from.**

7. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the services provided by SPC, the UNDERSIGNED agrees 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 in the **ROUTT COUNTY DISTRICT COURT** or in the **FEDERAL COURT FOR THE STATE OF COLORADO.**

8. In the case of a minor, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is 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 ACTIVITY.

9. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the UNDERSIGNED.

10. By signing this agreement without a parent or guardians' signature, the PARTICIPANT presents that they are at least 18 years of age and, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.

11. The UNDERSIGNED agrees and understands that this release is applicable to each and every day PARTICIPANT participates in the ACTIVITY.

Photography release: I agree that the photographs/video taken of me or of my child/children by the SPC Staff may be printed, played, published or produced in any manner, anywhere without incurring debts or liabilities of any kind. I also acknowledge that a photograph/video purchase does in no way constitute a transfer of copyright of that photograph/video. SPC may use drones for video and photography purposes.

Ski & Snowboard Rental: I accept, as is the SPC ski, snowboard, binding and other equipment that I may use during the adventure. I understand that the binding system cannot guarantee the user's safety. In downhill skiing, and skiboarding with skiboards equipped with release bindings, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation. I AGREE TO RELEASE AND HOLD HARMLESS the equipment rental facility, its employees, owners, affiliates, agents, officers, directors and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY/PHOTO/SKI & SNOWBORD RENTAL RELEASE, UNDERSTAND ITS CONTENTS AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. I FURTHER AGREE THAT THIS DOCUMENT SHALL APPLY TO ALL ACTIVITIES THAT I PARTICIPATE IN WITH SPC DURING THE 2023/2024 SEASON.

Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date of Signature
Printed Name of Parent/Legal Guardian	Signature of Parent/Legal Guardian	Date of Signature

Emergency Contact: _____
NAME & PHONE NUMBER

SKI RENTAL DETAILS

Address: _____

City: _____

State: _____ **Zip:** _____

Cell Phone: _____

E-mail: _____

Birth date: _____

Age: _____

Weight: _____ (pounds)

Height: _____ (feet, inches)

Skier Type (check only one)

	I	II	III	
Ski Length (check one):	155	166	173	180 187

Requested VIS-DIN: _____ Guest Initials: _____

SNOWBOARD RENTAL DETAILS

Check one: **Left foot forward** - **Right foot forward**

Snowboard boot size: _____

Binding Angle: Front Foot:

Back Foot:

Snowboard Size: 140 145 152 162 174

GROUP: A B C

Ski Number: _____	Tech Initials: _____	Boot Sole length: _____	
GUIDES FILL IN THIS GRAY AREA		Boot Brand: _____	Boot Model: _____
		VIS: _____	