WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

ACTIVITY: HANG GLIDING / PARAGLIDING

DATE(s): 2023-24

"PARTICIPANT" MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN THE ACTIVITY LISTED ABOVE. THE "UNDERSIGNED" MEANS EACH PARTICIPANT, **AND** WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT'S PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT HANG GLIDING, PARAGLIDING, TRAVELING TO AND FROM LAUNCH SITES AND USING THE SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE (HEREINAFTER THE "ACTIVITY") **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY; the Undersigned further agree and understand that risks associated with the Activity, include, but are not limited to: pilot error; equipment malfunction; varying and changeable weather conditions; varying surface conditions; variations in slope and terrain; rugged mountainous terrain; bumps; stumps; forest growth; downed timber; rocks of various sizes; loose gravel; dirt and paved surfaces; holes and potholes; debris; marked and unmarked obstacles; natural and man-made obstacles; high altitude; strenuous activity; encountering wildlife and wild animals; sharing facilities and Activity zones with people directly involved and/or not directly involved in the Activity. The Undersigned understand and acknowledge: 1) Participant has been informed and understands all rules and regulations of participation in the Activity; 2) Participant is responsible for reading, understanding and complying with all signage; 3) equipment and vehicle traffic may be encountered at any time; and 4) that crashes, falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity. The Undersigned agree and understand that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY ZONES PRIOR TO PARTICIPATING** in the Activity and that **PARTICIPANT ASSUMES THE RISK OF ALL ZONE CONDITIONS**, including but not limited to risks associated with design, construction, layout and/or obstacles. A minor Participant's parent or legal guardian acknowledges: 1) they have spoken to the minor Participant about the activity; 2) the minor Participant understands and appreciates the risks of participating in the activity; and 3) the minor Participant has voluntarily decided to participate in the activity.

The Undersigned **ASSUME ALL RISKS** associated with the Participant's participation in the Activity. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** TSG Ski & Golf, LLC and TSG Asset Holdings, LLC (together "Telski"), and Telski's affiliated companies and subsidiaries, including but not limited to those who operate the Telluride Ski Resort, Town of Mountain Village, Telluride Mountain Village Owners Association, Town of Telluride, the United States Forest Service, Telluride Air Force, Inc. and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity. The Undersigned take full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, **THE UNDERSIGNED AGREE NOT TO SUE ANY RELEASED PARTY** and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

The Undersigned represent that Participant is in good health and there are no special problems associated with Participant's condition. The Undersigned: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) 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; 3) 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; 4) agree to pay all costs associated with the medical care and related transportation provided for Participant; and 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

The Undersigned agree and understand that **THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER** and irrevocably grants Telski the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the Activity.

INITIALS: _____

[OVER]

In consideration of allowing Participant to participate in the Activity and for using the ski area facilities, **THE UNDERSIGNED AGREE THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the District Court of San Miguel County, Colorado or in Federal Court for the State of Colorado.

The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is **WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT** that the minor Participant otherwise may have and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY.** By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor Participant. 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.

MINOR PARTICIPANT (UNDER 18) INFORMATION

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (*please print*) _____ **AGE** |__|__|

MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (*please print*) _____ **AGE** |__|__|

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

ADULT INFORMATION

Date: _____, 20__

LAST NAME, FIRST NAME, M.I. (*please print*) – PARTICIPANT/PARENT/LEGAL GUARDIAN #1 _____ **DATE OF BIRTH (MM-DD-YYYY)** |__|__|-|__|__|-|__|__|__|__|

LAST NAME, FIRST NAME, M.I. (*please print*) – PARTICIPANT/PARENT/LEGAL GUARDIAN #2 _____ **DATE OF BIRTH (MM-DD-YYYY)** |__|__|-|__|__|-|__|__|__|__|

ADDRESS – Street Address/Mailing Address (*please print*) _____ **USHPA #** _____

PHONE _____ **EMAIL** _____

EMERGENCY CONTACT _____ RELATION _____ PHONE NUMBER _____

X _____
SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN #1

X _____
SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN #2