



Beaver Meadows Enterprises, LLC
Dba Beaver Meadows Resort Ranch
100 Marmot Drive Unit One
Red Feather Lakes, Colorado 80545
(970) 881-2450 www.BeaverMeadows.com

Winter Activity Release from Liability Agreement

This is a release from liability and a waiver of certain legal rights

Please Read Carefully Before Signing

Name _____ Phone () _____

Email _____ Address _____

“Adult” means the undersigned adult, being at least 18 years old, signing on behalf of himself/herself and, if applicable, as the parent or legal guardian, signing on behalf of the minor(s) named below so that the minor will be permitted to engage in the activity. “Minor” means the minor named below. “Undersigned” means the adult and minor(s) collectively.

The UNDERSIGNED are advised and understand that under Colorado Law and person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snow bike, a snowboard or any other device; or for the purpose of using any of the facilities (hereinafter referred to as “Winter Activities”) for skiing, snowshoeing, ice-skating, pond hockey, walking on the ponds, snow tubing and the use of the Winter Activities for any purpose, including but not limited to the ski trails is considered a “skier” and, further, the Colorado law provides that a skier using the facilities of a ski area assumes certain “inherent dangers and risks of skiing” as defined in the Colorado Ski Safety Act (the “Act”) To Wit: **PARTICIPATION IN WINTER ACTIVITIES CAN BE HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY TO ANY OR ALL PARTS OF THE BODY OR DEATH. The UNDERSIGNED, NOTWITHSTANDING THE FOREGOING, ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY ENGAGING IN THE ACTIVITY, THE ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF THE MINOR, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE ACT.**

The Undersigned is advised that snowmobiles, bombardiers, snowmaking and snow grooming equipment and other vehicles or equipment may be encountered at any time and that the Undersigned must be alert for and avoid such equipment. The Undersigned understands that the use of BMRR facilities, snow tubing hill, ice skating ponds and trails involves risks, but not limited to, slipping and falling, exposure to varying weather conditions, exposure to cold weather conditions and the risks of hypothermia, varying visibility, loss of balance, collisions, fatigue, dehydration, high elevation, wildlife encounters, falling trees and limbs, marked and unmarked obstacles, and other forms of forest debris (above and below the surface), bare spots and other forms of natural or man-made obstacles on and/or off snow tubing runs, skating ponds, snow board hill, ski trails and facilities. There is also a risk of collision with such obstacles, as well as other participants, on snow tubing runs, skating ponds, and ski trails. Conditions vary constantly because of weather changes and use, deep snow conditions, acts of other participants including other acting in a negligent manner that may cause or contribute to injury to the Undersigned and to others. The Undersigned understands that there are risks involved in decision making and conduct of BMRR employees involved with an Activity, including, but not limited to, the risks associated with rescue operations and/or medical are conducted or provided by BMRR personnel.

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Adult agrees to read, to have Minor read, and if necessary, explain to Minor all posted signs and warnings including instructions on the lift, tubing run rules and rental equipment. The Undersigned agrees to obey all signs and warnings posted by BMRR. The Undersigned understand that to participate they must have physical dexterity.

The UNDERSIGNED agrees to grant Beaver Meadows Resort Ranch permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting of BMRR. I waive any right to be compensated for the use of my image and release BMRR from liability for any claims, where such claims arise out of or relate to BMRR use of my image

The UNDERSIGNED agree to inspect before use all equipment offered for use by BMRR including, but not limited to, rental helmet and tubing equipment. The UNDERDSIGNED accept full responsibility for the care of the equipment during the rental period and will be responsible for the replacement at full retail value of any equipment not returned or returned in damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the UNDERSINGED shall be held responsible for late fees.

By signing this Agreement, Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks and dangers associated with the Winter Activities and the use of BMRR facilities generally and as a condition to engaging in any Winter Activities. The UNDERSIGNED agree to hold harmless and indemnify Beaver Meadows Enterprises, LLC dba/Beaver Meadows Resort Ranch (hereinafter called BMRR) and its owners, agents and employees, for any loss or damage that the UNDERSIGNED may cause to a person or property while engaged in Winter Activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may arise out of the use of the facilities at or accessible to BMRR or the equipment provided by BMRR, regardless of whether such loss or damage is to self or others even if BMRR is negligent and even if the equipment itself is defective. The **UNDERSIGNED ASSUMES ANY AND ALL RISKS OF INJURY OR DEATH** to participate in any Winter Activity and to **WAIVE, RELEASE and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS** against BMRR, officers that are based on, arise or result from, in whole or in part, participation in any Winter Activities or BMRR facilities.

The **UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.** This release is signed upon free will with the understanding that winter Activities are purely voluntary and can be a Hazardous Activity. By signing this agreement the UNDERSIGNED represents that they are at least 18 years of age. The UNDERSIGNED understands to adhere to the provisions of this agreement or they would not participate in Winter Activities. This Release of Liability shall be binding to the fullest extent permitted by law, which supersedes any other agreements. This release shall be binding upon assignees, distributors, heirs, next of kin, executors and personal representatives of the UNDERSIGNED.

Printed Name _____ Signature _____ Age _____ Date _____

Printed Name _____ Signature _____ Age _____ Date _____

Printed Name _____ Signature _____ Age _____ Date _____

If signing as the parent or guardian of a minor, the parent or legal guardian understands that he/she is waiving certain legal rights on behalf of the minor that the minor otherwise may have. The UNDERSINGED parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in Winter Activities.

Minor's Name Printed _____ Age _____

Parent/Legal Guardian Signature _____ Date _____

Minor's Name Printed _____ Age _____

Parent/Legal Guardian Signature _____ Date _____

For Office Use Only - Staff Witness Signature _____ Date _____
