

**STEAMBOAT SPRINGS WINTER SPORTS CLUB
TRAMPOLINE USE AND WATER RAMP LIABILITY AND MEDICAL RELEASE**

**THIS IS A RELEASE OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING OR ENGAGING
IN THIS ACTIVITY.**

The undersigned participant hereby represents that he/she is at least 18 years of age or in the event that he/she is not, the undersigned hereby represents that he/she is a parent or legal guardian of said participant. (Participant and undersigned hereinafter referred to collectively as "Athlete.")

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Further, the undersigned warrants and represents that the athlete is in good health, and that there are no special problems associated with the athlete, and the undersigned has left no special instructions regarding the athlete that have not been listed on the registration form.

I/we understand and accept the fact that trampoline use and water ramp training in its various forms, are HAZARDOUS sports that have many dangers and risks. It is further understood that training, tricks, jumping, and inverted tricks is HAZARDOUS. I/we realize that injuries are a common and ordinary occurrence of this sport. I/we agree as a condition of being allowed to use the trampoline and water ramp facility and premises, that I/we freely accept and voluntarily ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the trampoline facility and water ramp facility including, but not limited to, actions or omissions of employees or agents of the facility, or athlete's participation in trampoline training or water ramp training, any competitive event or any continuance thereof, or in the course of travel to or from any such event, or in the course of travel to or from any medical facility, or other activities at the area.

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I/we agree with the premise that an athlete is an athlete at all times, whether practicing for competition or in competition. I/we agree that an athlete is always provided an opportunity to conduct a reasonable visual inspection of the trampolines or trampoline facility. I/we agree and understand that the athlete will be held to assume the risk of all trampoline conditions or water ramp facility conditions including but not limited to, weather and light conditions, or trampoline/ramp layout and water ramp and water ramp facility.

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I/we freely accept the full responsibility for any and all damage or injury of any kind which may result from the athlete use of the trampoline and water ramp facilities and agree to indemnify and hold Steamboat Springs Winter Sports Club, City of Steamboat Springs, Yampa Meadows, LLC, High Plain Properties, LLC, Bald Eagle Lake, LLC, Native Excavating, Inc., C. Edward MacArthur, June MacArthur and Harold Elam, sponsors, and all their officers, agents and employees, acting officially or otherwise, harmless for any claim, demand, actions or causes of action arising out of or on account of any injury or damage to said athlete or athlete's property arising from the negligence or breach of warranty, express or implied, of the above entities and persons affiliated with said entities.

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By signing below, parent or guardian acknowledges and agrees the provisions contained herein shall be fully applicable to him or her notwithstanding the potential invalidity of the terms contained herein with respect to Participant. Parent or guardian agrees to remain fully responsible for performance of the terms of this agreement, including any indemnity, notwithstanding any modification of this agreement with respect to Participant.

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I have carefully read and understand Page 1.

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The athlete authorizes Steamboat Springs Winter Sports Club, City of Steamboat Springs, Yampa Meadows, LLC, High Plain Properties, LLC, Bald Eagle Lake, LLC, Native Excavating, Inc., C. Edward MacArthur, June MacArthur and Harold Elam, and authorized personnel to call for medical care for the athlete or to transport the athlete to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the athlete. The undersigned agrees that upon the transporting of the athlete to any such medical facility or hospital, Steamboat Springs Winter Sports Club, City of Steamboat Springs, Yampa Meadows, LLC, High Plain Properties, LLC, Bald Eagle Lake, LLC, Native Excavating, Inc., C. Edward MacArthur, June MacArthur and Harold Elam, or the sponsors shall not have any further responsibility for the athlete. Consent is expressly given, in the event of injury, for any emergency medical aid, anesthesia and/or operation, if in the opinion of the attending physician such treatment is necessary. Further, the athlete agrees to pay all costs associated with such medical care and related transportation for the athlete and shall indemnify and hold harmless Steamboat Springs Winter Sports Club, City of Steamboat Springs, Yampa Meadows, LLC, High Plain Properties, LLC, Bald Eagle Lake, LLC, Native Excavating, Inc., C. Edward MacArthur, June MacArthur and Harold Elam, sponsors, their subsidiaries, and their affiliates, their respective officers, directors, agents, servants and employees of and from any costs incurred therein, as provided in the preceding paragraph.

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Insurance: I/we currently have, and agree to maintain throughout the time that I/we participate, valid and sufficient medical and accident insurance. I/we understand that this is my/our sole responsibility and release all persons and entities from providing this coverage for me/us.

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The Participant(s) consents to and authorizes the use and reproduction, for any purpose and without compensation, of all videotape recordings and photographs taken of said athlete taken during any competitive event or training exercise for any purpose in promoting events of Steamboat Springs Winter Sports Club.

. If Participant(s) is under age 18, and charges for equipment adjustment or rental are incurred on behalf of the Participant(s), the parent or guardian of the Participant(s) agrees to pay such charges.

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By signing below, I/we agree and accept all rules, policies and conditions for membership and participation in Steamboat Springs Winter Sports Club programs.

This Release shall be binding upon the assignees, subrogors, distributees, heirs, next of kin, executors and administrators of the undersigned and may be pled by the Steamboat Springs Winter Sports Club, City of Steamboat Springs, Yampa Meadows, LLC, High Plain Properties, LLC, Bald Eagle Lake, LLC, Native Excavating, Inc., C. Edward MacArthur, June MacArthur and Harold Elam, and sponsors, as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the undersigned.

I/WE HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT CONTAINED ON PAGES 1 AND 2. I/WE ARE SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF AND MY HEIRS, AND ASSIGNS, AND IN THE EVENT I AM SIGNING IT ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF.

Athlete Name (please print)

Athlete Signature/Age

Date

Athlete Name (please print)

Athlete Signature/Age

Date

Parent or Guardian Name, in the event athlete is less than 18 years old (please print)

Parent or Guardian Signature

Date