

**HESPERUS RECREATION I, LLC d.b.a. HESPERUS SKI AREA
FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT
FOR TUBING**

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

I understand and **EXPRESSLY AGREE** to the fact that **TUBING** and related activities are **EXTREMELY HAZARDOUS** including, without limitation, the risks of **PERSONAL INJURY AND/OR DEATH** or property damage which could occur from these activities and the risks of loading, riding and unloading the lift, uneven terrain, **COLLISIONS** with natural, man-made and other **OBJECTS OR PERSONS**, drones or other mobile or aerial viewing or video equipment which may be encountered at any time and all of the other risks that are included in participation in outdoor activities in a mountain environment. I realize that the tube used to ride the tubing terrain provides **NO DIRECTIONAL CONTROL** and **NO BRAKING OR STOPPING DEVICE**. I understand that such an activity includes **HAZARDS AND RISKS**, that the tube is solely a user controlled device, that the **TUBE MAY TIP OVER OR MAY LEAVE THE TUBING CHUTE**, that **HIGH SPEEDS** may be reached, that injuries do occur and that, by my signature below, I and any Minor for whom I am signing **VOLUNTARILY ASSUME ALL RISKS OF INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS ACTIVITY AND AGREE TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS**. The rider also agrees to remain alert and to act in a careful and prudent manner at all times to safeguard themselves and others as much as possible.

I understand and agree that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THIS ACTIVITY**. I have made a **VOLUNTARY CHOICE** to participate in **TUBING** and related activities **MYSELF OR ALLOW MY CHILD(REN) TO DO SO DESPITE THE RISKS** they present. In consideration of **HESPERUS SKI AREA** making **TUBING** and related activities available to me and/or my child(ren), **I EXPRESSLY AGREE** that I freely accept and voluntarily assume **ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage **FOR MYSELF AND MY CHILD(REN)** and **FULLY RELEASE HESPERUS SKI AREA**, its representatives, agents, affiliates, officers, directors, volunteers, servants and employees **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from my or my child(ren)'s participation in this **TUBING ACTIVITY**, including any caused by **NEGLIGENCE**, any claimed violation of **STATUTES** or **CONTRACTS**, conditions on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, lift operations while loading or unloading, other tubers or skiers or any other activities related to **TUBING** and **ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL** such damages or injury of any kind which may result **TO ME OR MY CHILD(REN)**. Additionally, because of the risks, **UNDERSIGNED AGREES THEY ARE RESPONSIBLE FOR OBTAINING LIFE, ACCIDENT AND HEALTH INSURANCE BEFORE THEY OR ANY MINOR PARTICIPATE IN THE TUBING ACTIVITY.** In addition, the **UNDERSIGNED PARENT/GUARDIAN** signing below represents to **HESPERUS SKI AREA** that they have the authority to enter into this contract on behalf of said **MINOR(S)** and on behalf of any other parent or guardian of said **MINOR(S)** and **AGREES TO DEFEND AND INDEMNIFY** and hold harmless **HESPERUS SKI AREA** from any and all claims arising from the Undersigned or any Minor's participation in Tubing and related activities or arising from this contract brought on behalf of the Undersigned or any minor(s) or any parent/guardian thereof, or from third parties injured by the minor(s), even if caused by Hesperus Ski Area's **NEGLIGENCE**, breach of a **STATUTE** or **CONTRACT**, and even after any minor(s) have attained majority, including paying all Hesperus Ski Area's attorney fees, costs and any judgements and hold **HESPERUS SKI AREA**, its representatives, agents, affiliates, officers, directors, volunteers, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property. I understand and **AGREE** that all photographic or video images and sound recordings of Undersigned or any Minor while participating in Tubing and Related activities shall constitute the property of Hesperus Ski Area, solely and completely.

I, the Undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Full Release from Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **ANY MINOR(S)**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me.

In exchange for, and in consideration of, **HESPERUS SKI AREA** making the ski area available to me and my child(ren) for participation in **TUBING** and related activities, **I CONTRACTUALLY AGREE** that any and all disputes between **MYSELF** or any **MINOR** for whom I am signing and **HESPERUS SKI AREA** arising from riding the lift and/or participating in **TUBING** and related activities and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF COLORADO** and the **EXCLUSIVE JURISDICTION** thereof will be in the **STATE COURT** for **LA PLATA COUNTY, STATE OF COLORADO** or the **FEDERAL DISTRICT COURT** for Colorado **SITTING EXCLUSIVELY IN DURANGO, Colorado**.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR(S) FOR WHOM I AM SIGNING.**

SIGNATURE OF PARTICIPANT(S)
Or Parent or Guardian of Participant(s) if Participant(s) are under 18 years of age

DATE

PRINTED NAME(S) OF PARTICIPANT(S) – please print clearly
Date(s) or Season _____