

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, INDEMNIFICATION, AND  
ARBITRATION AGREEMENT**

**PARTICIPANT NAME:** \_\_\_\_\_

**NOTICE:** By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims- Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in programs and events (“programs”) operated by **Absolute Alpine, LLC**, the Participant and Participants parent(s) or legal guardian(s), if the participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1. TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participants participation in the Programs or the use of any equipment (“Equipment”) provided by the Host. The Participant and his/her Parents or legal guardian(s) specifically understand that there are releasing any and all claims that arise or may arise from negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
2. TO ASSUME ALL RISKS of participating in the Programs and using the Equipment, even those caused by the negligent acts or conducts of the Host, its owners, affiliates, operators, employees, agents, and officers. The participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, including while receiving instruction and/or training; and
3. TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in Program’s and use of the Equipment, including while receiving instruction and/or training; and
4. TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use the Equipment.

**Arbitration**

The Participant, and the Participant’s parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submissions shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel), to be chosen by the party-appointed arbitrator. The neutral arbitrator shall be an officer or director of any entity that operates a year-round guide service in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for District of Colorado, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the neutral arbitrator shall be neutral as set forth above. Each party shall pay its own costs,

including the costs associated with the party-appointed arbitrator, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the country and state in which the programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

### **Personal Responsibility**

**The participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.**

**If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.**

**The Participant understands that his/her participation in the Programs is voluntary and further understand that he/she has the opportunity to inspect the Hosts' equipment and location before any participation.**

**The Participant understand that he/she is obligated to follow the rules of the Program and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.**

**If, while participating in the Programs the Participants observe any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.**

**I, \_\_\_\_\_ (parent, legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of common sense and good judgment.**

**\*Parent or Guardian must also sign if the Participant is UNDER 18 years of age.**

To the extent that any portion of the Agreement is deemed to be invalid under the law of applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by Host and its counsel in any proceedings.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participants Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent / Guardian Signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_