

# Teen Adventure Ski/Baord Trip

Thank you for registering for the Ski Trip! Please meet in the loft of the Paul Derda Recreation Center no later than 7:00 a.m. on Monday, February 20.



Enclosed you will find the medical authorization form and reservation form (completed for all participants), the rental form/equipment release (if rental is needed) and the ski school waiver (if needed). Please complete these forms and return to The Broomfield Community Center attn: Dana Cabot by **February 9, 2012**. Please remember to wear sweatshirt, coats, comfortable pants, snow-pants, hats, gloves, sunglasses or goggles, extra pair of socks and sunscreen. Also pack a sack lunch or bring money to purchase lunch at the mountain.

If you have questions, please call Dana Cabot at 303-464-5530 or email at [dcabot@broomfield.org](mailto:dcabot@broomfield.org)

# ELDORA GROUPS RENTAL / LESSONS RESERVATION FORM

Fax to Eldora Mountain Resort Attn: Group Sales **7 DAYS PRIOR TO YOUR ARRIVAL**

Fax: (303) 440-8797 ~ Phone: (303) 440-8700 ext. 256

E-Mail: groupsales@eldora.com

Have you called to reserve your trip date? Did you also fax in the Ticket Order Form?

Group Name: \_\_\_\_\_

Group Leader: \_\_\_\_\_

Trip Date(s): \_\_\_\_\_

Arrival Time: \_\_\_\_\_

	Sex M/F	Age	Alpine	X-Country	Snowboard	Lessons	*Ability Level R/Y/G/B/BLK	Rentals	For people who are Renting Only					Rental Shop Only				
									Height	Weight	Shoe size	**Skier type I/II/III	***Left/Right foot forward	Helmet Rental? Yes/No	Boot size & type	Sole length	DIN	Equipment Inv.#
Name: Joe Skier	M	25	X			X	Y	X	6'0"	190	10	I		Yes				
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**\*ABILITY LEVEL (for lesson levels)**

- Red:** First time skier/rider
- Yellow:** Has skied before, can stop & turn
- Green:** Rides chairlift & is comfortable on green terrain
- Blue:** Is comfortable on blue terrain
- Black:** Is a parallel, all mountain skier/rider

**\*\*SKIER TYPE (for binding adjustment)**

- Type I:** Ski conservatively, Prefer slower skis, easy, moderate slopes
- Type II:** Ski moderately, Prefer a variety of speeds, varied terrain
- Type III:** Ski aggressively, at high speeds, Prefer more challenging terrain

**\*\*\*FOR SNOWBOARDS ONLY**

**\*\*Protective eye wear is required for all students taking lessons at Eldora. Goggles or sunglasses are acceptable.**

*Eldora Mountain Resort ~ Group Sales ~ P.O.Box 1697 ~ Nederland ~ CO ~ 80466*

## MEDICAL AUTHORIZATION AND INDEMNIFICATION AGREEMENT

Name of Participant (the "Participant"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, NAME OF PARTICIPANT'S PARENT OR GUARDIAN:

In consideration of permission for the Participant to use the Eldora Mountain Resort facilities in part on property leased by ELDORA ENTERPRISES LLC ("Eldora") from the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE ("Forest Service") (all such property referred to as the "Premises"), the Participant must carefully read the following Medical Authorization Agreement (the "Agreement") and sign at the end. If the Participant is under 18 years of age, the parent or guardian of the Participant also must carefully read this Agreement, agree to it on behalf of both himself or herself and the Participant and sign at the end.

The Participant authorizes members of the Eldora Ski Patrol to provide or obtain medical care and authorizes Eldora personnel to obtain medical care for the Participant and to transport the Participant if medical attention appears to be necessary. If the Participant is under 18 years of age, the Participant's parent or guardian understands that Eldora will locate him or her in the event of such an emergency, but if Eldora does not locate him or her, the Participant's parent or guardian authorizes emergency medical care of the Participant. The Participant, and, if the Participant is under 18 years of age, the Participant's parent or guardian, agree to pay all costs for the Participant. No provision in this Agreement shall create a duty to provide medical care or transportation to the Participant. Further, the Participant understands that the furnishing of medical care is neither an admission nor an assumption of liability by Eldora, the Forest Service, and their respective affiliates, owners, directors, shareholders, officers, agents and employees.

The Participant agrees to the terms and conditions of this Agreement and agrees that each provision above may be separately and independently enforced. The Participant also agrees that each provision above is effective, with respect to the entire 2011 – 2012 ski season. The Participant has carefully read, clearly understands and voluntarily signs this Agreement. The Participant agrees that all disputes related to this Agreement shall be litigated in a state court located in Colorado and not in federal court or courts located in any other state or county.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, the Participant's parent or guardian agrees to the terms and conditions of this Agreement both on behalf of himself or herself and the Participant.**

Signature of parent or guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Participant's parent or guardian: \_\_\_\_\_  
(please print)

# ELDORA MOUNTAIN RESORT - EQUIPMENT RENTAL RELEASE

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

1. The person who is using the equipment rented from Eldora Mountain Resort shall be referred to hereinafter as "RENTER". "THE UNDERSIGNED" means only the RENTER when the RENTER is age 18 or older **OR** it means both the RENTER and the RENTER's parents or legal guardians when the RENTER is under the age of 18. THE UNDERSIGNED agree and understand that skiing, snowboarding, snowshoeing, skiboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED agree to accept for use the equipment listed on this form "as is". THE UNDERSIGNED 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 rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, THE UNDERSIGNED shall be held responsible for late fees and Eldora Mountain Resort shall have the right to charge THE UNDERSIGNED's credit card for those late fees at the full rental value of any additional time and/or days.

3. THE UNDERSIGNED represents that no misrepresentations have been made to Eldora Mountain Resort in regards to the height, weight, age, stance and/or skier type listed on this form. THE UNDERSIGNED further agree that the person listed on this form will be the only person using the equipment.

4. THE UNDERSIGNED **understand that the binding system cannot guarantee the RENTER's safety.** In downhill skiing, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain. THE UNDERSIGNED further agree and understand that the downhill ski binding system **REDUCES, BUT DOES NOT ELIMINATE THE RISK OF ANY TYPE OF INJURY TO RENTER.** THE UNDERSIGNED understands that in snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will **not** ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation. THE UNDERSIGNED acknowledge and agree to assume and accept any and all known and unknown risks of injury to RENTER while using this equipment.

5. THE UNDERSIGNED understand the following paragraph applies whenever using a ski area in Colorado, and represents a summary of the inherent risks of skiing:

## **WARNING**

**Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; cliffs; extreme terrain; jumps and freestyle terrain; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.**

6. THE UNDERSIGNED are advised that a person using any of the facilities of a ski area is considered a skier. THE UNDERSIGNED acknowledge and understand that under Colorado Law, a skier **ASSUMES THE RISKS of the inherent dangers and risks of skiing.** THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the RENTER's participation in the ACTIVITY and use of this equipment.

7. Additionally, THE UNDERSIGNED **HEREBY AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Eldora Mountain Resort, the equipment manufacturers and distributors, their successors in interest, their affiliated organizations and companies, and their respective insurance carriers, 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 RENTER's use of this equipment, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** By signing 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 RENTER's use of this equipment and/or

RENTER's participation in the ACTIVITY.

8. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the RENTER, **BUT IS IN NO WAY A GUARANTEE OF SAFETY**. THE UNDERSIGNED further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

9. THE UNDERSIGNED agree that RENTER will not use any of the equipment listed on this form until RENTER has received instruction on its use and RENTER fully understands the equipment's use and function. THE UNDERSIGNED agree to verify that the visually indicated settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form. If THE UNDERSIGNED feel the equipment is not functioning properly, RENTER will stop using it immediately and return it for inspection and possible repair or adjustment.

10. In consideration for the use of the equipment, THE UNDERSIGNED **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the RENTER's use of this equipment shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

11. In the case of a minor RENTER, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor RENTER and that the minor RENTER shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor RENTER, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor RENTER would not be permitted to rent equipment from Eldora Mountain Resort.

12. By signing this agreement without a parent or guardian's signature, the RENTER represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor RENTER, you represent that you are the **legal** parent or guardian of the minor RENTER.

13. 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.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.**

_____ Printed Name of RENTER	_____ Signature of RENTER	_____ Date
_____ Printed Name of Parent/Legal Guardian #1	_____ Signature of Parent/Legal Guardian #1	_____ Date
_____ Printed Name of Parent/Legal Guardian #2	_____ Signature of Parent/Legal Guardian #2	_____ Date

## ELDORA MOUNTAIN RESORT - SNOWSPORTS SCHOOL RELEASE

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

1. The adult or child who is participating in Ski School shall be referred to hereinafter as "STUDENT". "THE UNDERSIGNED" means only the STUDENT when the STUDENT is age 18 or older **OR** it means both the STUDENT and the STUDENT'S parent or legal guardian when the STUDENT is under the age of 18. THE UNDERSIGNED agree and understand that taking part in ski school, skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED are advised that a person using any of the facilities of the ski area is considered a skier. THE UNDERSIGNED acknowledge and understand the following **WARNING** concerning the dangers and risks of skiing and understand that the STUDENT, as a "skier" under Colorado law, **ASSUMES THE FOLLOWING RISKS:**

#### WARNING

**Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; cliffs, jumps, extreme terrain, freestyle terrain, collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.**

3. THE UNDERSIGNED further agree and understand that risks associated with the ACTIVITY, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain, strenuous activity, high altitude, drills, exercises, and free skiing. Pursuant to Colorado law, the STUDENT assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. The STUDENT is responsible for reading, understanding and complying with all signage, directions, including instruction on use of the lifts. THE UNDERSIGNED recognize that the STUDENT must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. The STUDENT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. The UNDERSIGNED also understand and agree that the STUDENT, even if a minor, may use **SKI LIFTS WITHOUT A SKI SCHOOL INSTRUCTOR OR OTHER ADULT PRESENT. STUDENT MAY ALSO BE ENTERING INTO AND USING THE FEATURES CONTAINED IN TERRAIN PARKS.** THE UNDERSIGNED understand that snowmobiles, snowmaking and snow-grooming equipment may be encountered at any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY.

4. In consideration for allowing the STUDENT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the STUDENT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Eldora Enterprises, LLC., Eldora Enterprises Ltd., LLC.; both d/b/a Eldora Mountain Resort, its affiliated organizations and companies, the United States, and their respective insurance carriers, 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 STUDENT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.** By signing 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.

5. Eldora Mountain Resort recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the STUDENT, but are in no way a guarantee of safety. THE UNDERSIGNED recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

6. THE UNDERSIGNED understand and agree that **at the scheduled end time for a ski school lesson, the STUDENT is no longer considered a student**, and, if applicable, that parent or legal guardian is responsible for picking up their minor STUDENT at the allocated time. Eldora Mountain Resort is not responsible for accidents that may occur after the completion of the lesson.

7. THE UNDERSIGNED represent that the STUDENT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the STUDENT or to transport the STUDENT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the STUDENT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the STUDENT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the STUDENT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising there from.**

8. THE UNDERSIGNED agree and understand that this release is applicable to each and every day the STUDENT participates in the ACTIVITY for the 2011-2012 ski season.

9. In consideration for allowing the STUDENT 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 arising from the STUDENT'S participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.** 10. In the case of a minor STUDENT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardians agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

10. By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you 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.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.**

\_\_\_\_\_  
Printed Name of STUDENT                      Signature of STUDENT                      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #1      Signature of Parent/Legal Guardian #1                      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #2      Signature of Parent/Legal Guardian #2                      Date

Emergency Contact Name:

\_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_