

Quantum Sports Club Medical Release, Release of Liability, Hold Harmless and Indemnification Agreement

The undersigned Competitor, being at least 18 years old or that if he/she is younger than 18 years of age, this release is signed by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "Competitor").

Print Name

Emergency Contact Name and Phone Number

Emergency Contact Name and Phone Number

Further, the undersigned warrants and represents that the Competitor is in good health. Please note any special conditions of which we should be aware.

Medical Insurance

Name of Medical Insurance	
Company	
Doctor's Name	
Doctor's City	
Address	
Phone	
Policy Number	
Special Conditions	(please include copy of insurance card)

Release

I / we understand and accept the fact that skiing in its various forms is a hazardous sport that has many dangers and risks. It is further understood that training or racing or competing competitively is more hazardous than recreational skiing. 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 ski area facility and premises, that I / we freely accept and voluntarily assume all risks of personal injury, death, and or property damage which results in any way from negligence, conditions on or about the premises and facilities of the operation of the ski area including, but not limited to, snow cats and grooming, snowmaking, ski lift operations, use of snowmobiles, collisions with the above and or natural and manmade obstacles, actions or omissions of employees or agents of the area, or Competitor's participation in skiing, training, any competitive event or any continuance thereof, or in the course of travel to and from any sport, program, event or other activities at the areas.

I / we expressly acknowledge that in the ordinary course of training and competing in the programs of Quantum Sports Club, a Colorado not-for-profit corporation, (hereinafter the "Club"), the athlete will routinely ride on chair lifts, and on other types of skier lifts without the assistance or presence of Club personnel. I / we agree that in his or her sole judgment, the undersigned athlete is capable of riding such lifts alone or with people other than Club personnel. I / we hereby give permission for the athlete to ride such skier lifts alone or with people other than Club.

I / we hereby assume all risks which may be associated with and or result from my involvement in such sport and hereby hold harmless, release, indemnify and defend the Club, its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees, of and from any liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by a Competitor while participating in the sport, including but not limited to, those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of the Club.

I / we agree with the premise that the Competitor is a competitor at all times, whether practicing for competition or in competition. I / we agree that the Competitor is always provided an opportunity to conduct a reasonable visual inspection of the training or race course. I / we agree and understand that the Competitor will be held to assume the risk of all course conditions including, but not limited to weather and snow conditions, course construction or layout and obstacles. Any violations of this policy will disqualify the Competitor whether such violation occurs before, during or after the event.

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 but not limited to the following: changing weather conditions, existing and changing snow conditions, bare spots, rocks, stumps, collisions with natural objects, man-made objects, other skiers, variations in terrain; and the failure of skiers to ski within their own abilities.

I / we freely accept the full responsibilities for any and all damage or injury of any kind which may result and agree to indemnify and hold any ski area or organization where the Club is involved in any activity, their owner, subsidiaries, respective officers, directors, agents, servants, sponsors, and employees acting (hereinafter "Released Parties"), officially or otherwise, harmless for any claims, demands, actions, or causes of actions arising out of or on account of any injury or damage to said Competitor or Competitor's property arising from the negligence or breach of warranty express or implied of the above entities and person affiliated with said entities.

The competitor authorizes all Release Parties' authorized personnel to call for medical care for the competitor and/or to transport the Competitor to a medical facility and or hospital if, in the opinion of such personnel, medical attention is needed for the Competitor. The undersigned agrees that upon the transporting of the Competitor to any such medical facility or hospital, that the Release Parties shall not have any further responsibility for the Competitor. Further, the Competitor agrees to pay all costs associated with such medical care and related transportation for the Competitor and shall indemnify and hold harmless the Released Parties of and from any costs incurred therein, as provided in the preceding paragraph.

I/we authorize a licensed physician, dentist and/or other medical care provider to carry out any emergency medical care of the Child.

In exchange for and in consideration of, the Released Parties making the area available to the Competitor for participation in the sport, I contractually agree that any and all disputes between the Competitor and the Released Parties from the Competitor's presence at and or participation in the sport including any claims for personal injury, death and or property damage will be governed by the State of Colorado and exclusive jurisdiction thereof will be in the State Court residing in the county where the alleged tort occurred or Federal Courts of the State of Colorado.

This release shall be binding upon the assignees, suborders, distributes, heirs, next of kin, executors and administrators of the undersigned and may be pled by all agents as complete bar and defense against any claims, demand, actions or causes of action by or on behalf of the undersigned.

I / we have carefully read and understand the terms of this release agreement. I / we are signing this agreement freely and realize that it is binding upon myself, my heirs and assigns, and in the event I am signing it on behalf of any minors, that I will indemnify the released parties in the event of a suit between said minor and the released parties.

Competitor signature

Parent/Guardian signature (if competitor is less than 18 years of age)

Please print this form (you may fill it out online or in writing) and send to PO Box 336, Frisco, CO 80443.