



## **Release From Liability**

### **Nature of this Release from Liability**

In exchange for the services rendered to me by International Mountain Adventures, Inc., and together with any payment by me for such services, I hereby agree to release International Mountain Adventures, Inc. from all liability, as stated in the this Release From Liability.

### **Extent of Release of Liability**

This Release From Liability covers my entire relationship with International Mountain Adventures, Inc.

### **Definitions**

“Accompanying Minor” includes any person accompanying me under the age required by law to bind him or herself in a legal agreement.

“Backcountry Skiing and Snowboarding” includes, but is not limited to offpiste, off-trail and backcountry skiing, snowboarding, telemark skiing; any and all travel to and from the Backcountry Skiing and Snowboarding area; any and all activities or services arranged by International Mountain Adventures, Inc.; any and all use of facilities arranged by International Mountain Adventures, Inc.; and any other activity in which I take part that is in any way related to International Mountain Adventures, Inc.

“Lift-Serviced Skiing and Snowboarding” includes, but is not limited to, skiing within bounded ski areas, such as within a resort ski area, regardless of whether, but also including when, ski lifts are used to access such Terrain; any and all travel to and from the Lift-Service Skiing and Snowboarding area; any and all activities or services arranged by International Mountain Adventures, Inc.; any and all use of facilities arranged by International Mountain Adventures, Inc.; and

any other activity in which I take part that is in any way related to International Mountain Adventures, Inc.

“Terrain” includes, but is not limited to, any and all surfaces, routes, runs, or other way by which I may travel while Lift-Serviced Skiing and Snowboarding or Backcountry Skiing and Snowboarding, whether directed or not directed by International Mountain Adventures, Inc.

### **Understanding of and Assumption of Risks**

I, the undersigned, am fully aware that Backcountry Skiing and Snowboarding involves serious risks, dangers and hazards, and that those risks, dangers and hazards are greater than those associated with resort skiing and snowboarding. The Terrain upon which I will be Backcountry Skiing and Snowboarding is probably uncontrolled, unmarked, not inspected and involves many serious risks and dangers, including, by way of example, but not limited to the following: avalanches, variable and difficult snow conditions, depressions on or below the snow surface, ice and snow cornices, trees, tree wells and tree stumps, creeks, rocks, boulders, forest deadfall, buried hazards and inclement weather. Any of these serious risks and dangers may cause injury or my death.

I understand the uncertain nature of backcountry Terrain. I also understand the serious risk of injury or death that activity in backcountry Terrain presents. Due to the uncertain nature of backcountry Terrain, I acknowledge and accept that International Mountain Adventures, Inc. may fail to predict whether an avalanche may occur or whether the backcountry Terrain is safe for Backcountry Skiing and Snowboarding, and may or may not properly direct me in choosing backcountry Terrain.

I also understand that Lift-Serviced Skiing and Snowboarding involves serious risks, dangers and hazards. The Terrain upon which I will be Lift-Serviced Skiing and Snowboarding may be uncontrolled, unmarked, not inspected and may involve many serious risks and dangers, including, by way of example, but not limited to the following: avalanches, variable and difficult snow conditions, depressions on or below the snow surface, ice and snow cornices, trees, tree wells and tree stumps, creeks, rocks, boulders, forest deadfall, buried hazards and inclement weather. Any of these serious risks and dangers may cause injury or my death.

With the above understanding of the risks and dangers involved, I assume all risks and dangers and all damages or injuries to my person or my property. I further assume such risks and dangers and all damages to the person or

property of any minor accompanying me. I further assume all damages to other persons or property that I may cause.

### **Release of Liability of International Mountain Adventures, Inc., and Waiver of Claims**

To the extent allowed by International, Federal, State and local law, I agree to indemnify and hold harmless International Mountain Adventures, Inc. from any and all loss, damage or injury to person or property of any kind; I waive all claims I may now or in the future have against International Mountain Adventures, Inc., its agents, successors and assignees for damage or injury to person or property or any other loss of value sustained by me or any persons claiming through me.

I further waive any claims that I may have against International Mountain Adventures, Inc. and release International Mountain Adventures, Inc. from all liability for any loss, damage, expense or injury including death that I or any minor accompanying me may suffer as a result of my or that minor's participation in Lift-Serviced Skiing and Snowboarding or Backcountry Skiing and Snowboarding. I further hold harmless and indemnify International Mountain Adventures from any and all liability for any property damage or personal injury to any third party resulting from my or that minor's participation in Lift-Serviced Skiing and Snowboarding or Backcountry Skiing and Snowboarding. This agreement binds my heirs, next of kin, executors, administrators, assigns, representatives, any minor accompanying me and any other person or entity attempting to claim through me.

### **Lost, Stolen or Damaged Equipment**

I agree to pay to International Mountain Adventures, Inc. the cost of any equipment rented or used by me or any accompanying minor that is lost, stolen or damaged, regardless of fault. International Mountain Adventures, Inc. shall have sole discretion in determining the value and equivalence of that equipment, and that determination shall be based on the current market value of equivalent equipment.

### **Subtitles Not Definitive**

All subtitles and the naming of clauses in this Release From Liability are not definitive nor are they limiting. The content of each clause controls in any question of interpretation.

### **Other Law**

Where Federal, State or local law overrides this agreement, I agree such law overrides this agreement only to the minimum extent necessary to apply such law, and all other parts of this agreement shall remain in full force and effect.

**Separability**

If any part of this agreement is held to be illegal or otherwise unenforceable, the remainder of the contract shall apply.

**Forum**

This agreement is governed by the laws of the State of Colorado, and shall be construed, governed and enforced in accordance with the laws of the State of Colorado.

**Executed Agreement**

By executing this agreement, I confirm that I have read and understood this agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

NAME:

ADDRESS:

Thank you for choosing International Mountain Adventures, Inc.!!

Please sign and return to:

International Mountain Adventures, Inc  
PO Box 2573  
Crested Butte, CO 81224  
Fax 970-349-0230