



ALPTOURS, LLC
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
Please Read Carefully

PLEASE PRINT

NAME:	LAST	FIRST	MIDDLE INITIAL
ADDRESS:	STREET	APT NO.	CITY
	STATE	POSTAL OR ZIP CODE	DOB / AGE
PHONE:	LOCAL	HOME	BUSINESS

TO: **ALPTOURS, LLC**, d/b/a Alptours (Hereinafter referred to as the “Operator”)

DEFINITIONS:

In this agreement:

- a) The term “skiing” shall include “alpine skiing”, “downhill skiing”, “off trail skiing”, “snowboarding” and “telemark skiing”;
- b) The term “wilderness skiing” shall apply to “alpine skiing” or “downhill skiing”, “helicopter skiing” and “snowcat skiing” and shall include all activities, services and use of facilities either provided by or arranged by the Operator or in any way related to downhill or alpine skiing; either helicopter skiing or snowcat skiing including, but not limited to: orientation and instructional sessions; transportation: accommodation and recreational activities in addition to skiing; loading, unloading and travel in or movement around helicopters and snow-cats; ski lifts and all skiing and other activities reasonably occurring or found in the alpine area.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC . I am aware that wilderness skiing involves inherent risks, dangers and hazards in addition to those normally associated with downhill skiing at a maintained ski area. Avalanches occur frequently in the alpine terrain used for wilderness skiing and may be caused by natural forces or by skiers. I acknowledge and accept that the Operator and its staff may fail to predict whether the alpine terrain is safe for skiing or whether an avalanche may occur. The alpine terrain used for wilderness skiing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other skiers; the failure to ski safely or within one’s own ability or within designated areas; negligence of other skiers; and **NEGLIGENCE ON THE PART OF THE OPERATOR OR ITS GUIDES AND EMPLOYEES, INCLUDING THE FAILURE OF THE OPERATOR OR ITS GUIDES AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING.** Skiers may become lost or separated from their skiing party or guide. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter or snowcat hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING AND WILDERNESS SKIING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I HAVE BEEN ADVISED REGARDING THE ADVISABILITY OF THE PROPER USE OF A HELMET AND THAT THE PROPER USE OF A HELMET MAY SIGNIFICANTLY REDUCE THE LIKELIHOOD OF INJURY. I UNDERSTAND AND ACCEPT THAT THE RESPONSIBILITY FOR CHOOSING TO USE OR NOT USE A HELMET IS SOLELY THAT OF THE UNDERSIGNED SKIER.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. Snowboarders and telemark skiers without ski brakes are also required to use a retention device or safety strap.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATOR, allowing me to participate in skiing and wilderness skiing, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE OPERATORS** and their directors, officers, employees, guides, agents, and **its OWNER** or any independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the “RELEASEES”) and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness skiing. **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING REFERRED TO ABOVE.**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness skiing;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Colorado and no other jurisdiction; and,
5. Any litigation shall be commenced within the State of Colorado which shall have sole and exclusive jurisdiction and venue shall lie in Pitkin County, Colorado.
6. The undersigned is over the age of eighteen years of age and has provided identification which indicates the same.

In entering this Agreement, I am not relying on any oral or other written representations or statements made by the Releases with respect to the safety of wilderness skiing, other than what is contained in this Agreement. I Confirm that I have read and understood this Agreement prior to signing it, and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors and administrators assigns and representatives may have against the releases.

_____ Dated

_____ Signature of Skier

_____ Witness

_____ Print Name of Skier