

Telluride Classic Cruisers
398 W. Colorado Ave
Telluride, CO 81435
(970) 708-0135

Release of Liability—Read Before Signing

In consideration of being allowed to participate in any way with Telluride Classic Cruisers, its related events and activities I _____, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this activity is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation: and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Telluride Classic Cruisers staff immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Telluride Classic Cruisers, their officers, agents, owners and or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessees of premises used for the activity (“Releases”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. **INDEMNITY AND RELEASE.** Provider shall release, indemnify, hold harmless and defend TSG Ski & Golf, LLC, and Telluride Adventure Center, LLC as; and its parents, agents, assigns, affiliates directors, officers, employees and representatives from and against any and all claims (including expense for reasonable attorneys’ fees) which arise out of, or are incidental to (a) breach of any covenants, obligations, warranties or representations set forth in this Agreement; (b) any actions or inactions, whether negligent or intentional, regarding the conduct of Provider and/or TAC, their respective agents, employees or representatives related to the provision of Provider Services to a Customer, or to any third party; or (c) the use of any TAC or TSG Ski & Golf, LLC property, facility, or equipment. Prior to execution of this Agreement, Provider shall provide TSG with a copy of its current release/waiver, demonstrating TSG is properly released as stated herein.
6. I hereby release to Telluride Classic Cruisers the right to use photographs, videos, and any digital recordings made in the course of this cruiser trip for use in promotional materials including, but not limited to, print, television, and radio advertising and public relations.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLANTARILY WITHOUT ANY INDUCEMENT

X _____ Age _____ Date Signed _____
Participant’s Signature

Address: _____

**FOR PARENTS/GAURDIANS OF PARTICIPANTS OF MINORITY AGE
UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasers, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident or my minor child/s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by the law.

X_____

Parent/ guardian's signature

Emergency Numbers(s)_____Date signed_____