

Liability Waiver

AGREEMENT TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS

SUMMIT COUNTY SENIOR CITIZENS, INC. (dba, SUMMIT SENIORS)

This Document affects your legal rights and you are advised to read it carefully and seek legal counsel if you have any questions. Do not agree to this document unless you fully understand its consequences.

I, in consideration of the role of the **SUMMIT COUNTY SENIOR CITIZENS, INC. (SUMMIT SENIORS)** as related to the provision or facilitation of the provision of the activities described below hereby for myself, my successors, assigns, heirs, personal representatives and estate, agree as follows:

1. I understand and acknowledge the indoor and outdoor activities in which I hereafter engage with and under the auspices, arrangements, direction and/or sponsorship of ~~the~~ Summit Seniors carry known and/or unanticipated risks or injury, mental or physical damage, or illness or death to myself or others, or damage to my property and I voluntarily assume such risks; and
2. Summit Seniors group leaders do not assume responsibility for your safety but are there to convene and organize events. There is no representation that they have special expertise, knowledge or medical training related to the activity they are leading; and
3. The said activities may include but not be limited to use of the Summit County Community & Seniors Center, hiking, skiing, snowboarding, snowshoeing, ice skating, sightseeing, touring, shopping, meals (eating), dancing, parties, meetings, hobbies, biking, exercises, therapies, games, exhibitions, instructions, performances, shows, sales and transportation to or from any of them; and
4. The risks of said outdoor activities, not necessarily skiing, may include without limitation the inherent dangers and risks of skiing enumerated in the Colorado Ski Safety Act of 1979, as amended; and
5. Any of these risks may be due to acts of omission, commission, or negligence by anyone, including, without limitation ski area operators and/or transportation providers (who I acknowledge are not agents of Summit Seniors) or defects in equipment, or the limitations of my own physical condition or skills, or the consumption of food or drink, or the behavior of animals; and
6. I hereby INDEMNIFY, RELEASE, HOLD HARMLESS AND DISCHARGE Summit Seniors, their respective elected officials, directors, officers, employees, agents, volunteers, group leaders, members, contractors and all other persons associated with Summit Seniors from any and all liability, claims, demands, actions or rights of action which might otherwise arise from injury, damage, illness or death occurring to me as specified in Paragraph 1 from the activities aforesaid, including but not limited to those caused by the negligent acts or omissions of Summit Seniors and from any costs or attorney's fees in connection therewith. FURTHER, I agree to indemnify and defend Summit Seniors from and against any and all claims, including subrogation and/or derivative claims brought by any third party or insurer which I may cause; and
7. I understand no medical or other insurance benefits are being provided to me for my participation in these activities and I certify that my physical and mental condition is sufficient to participate in these activities.

I HAVE CAREFULLY READ THIS AGREEMENT TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS, UNDERSTAND ITS CONTENTS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. MY ACCEPTANCE TODAY REPRESENTS MY AGREEMENT TO THIS WAIVER.