

## **MTN ESCAPE LLC RELEASE AND WAIVER OF LIABILITY**

**PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP  
LEGAL RIGH**

In consideration for being permitted in the MTN ESCAPE LLC Facility and the related activities (collectively, "activities") conducted by and at MTN Escape LLC. MTN ESCAPE LLC RESERVES THE RIGHT TO REFUSE ENTRY TO THE MTN ESCAPE FACILITY IF THE EMPLOYEES OR STAFF BELIEVES THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS.

ASSUMPTION OF RISK: I agree that I and/or my child/ward am voluntarily participating in the activities offered by MTN ESCAPE LLC and engaging in recreational activities within the meaning of C.R.S § 13-22-107 while using the MTN ESCAPE Facility and it is my voluntary and informed decision to release any future lawsuits or claims that they may have against the releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs, and assigns to hold MTN ESCAPE LLC and its affiliates, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the MTN ESCAPE facility (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of me and/or my child/ward's participation at the MTN ESCAPE facility.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at the MTN ESCAPE facility. This includes, without limitation, the use of electronic equipment, costumes, art work, furniture, locking mechanisms, receiving instruction, strenuous bodily movement, and any other activities in and around the MTN ESCAPE facility. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause. This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c) improper maintenance of the facility, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises. This Release of Liability also expressly includes a release for any and all claims arising out of or under the Colorado Premises Liability Act (C.R.S §13-21-115). I further grant MTN ESCAPE LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BE HALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST MTN ESCAPE LLC. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY MTN ESCAPE LLC IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

This Release and parental/guardian Waiver is made in accordance with C.R.S. § 13-22-107. I have read the above, considered its effects, understand its content, and agree, on behalf of myself and/or my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child's/ward's use of the MTN ESCAPE facility. I further understand that no person has permission to use the MTN ESCAPE facility without an effective and validly signed Release and parental/Guardian Waiver of Liability.

I understand that I am voluntarily giving up me and or my child's/ward's right to bring a lawsuit or claim against the above-mentioned Releasees. I further understand and accept the above risks related to these activities.

Print name of Participant or Guardian \_\_\_\_\_

Last First Age E-mail Address

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