



THE DEN CHILDREN'S CENTER ENROLLMENT FORM 2021-2022

Child(ren) Name(s)

1. _____ Age _____ DOB _____

2. _____ Age _____ DOB _____

3. _____ Age _____ DOB _____

4. _____ Age _____ DOB _____

Parent/Guardian Names _____

Please list other people who have permission to pick up your child (must be 18 years or older and must present photo ID):

1. _____ Relation _____

2. _____ Relation _____

Phone Number #1 (_____) _____

Whose phone # is this? (Parent? Friend?) _____

_____ Do you have this phone with you? Y N Phone Number #2(_____).

_____ Whose phone is it?(Parent, Aunt, Uncle,

Etc) _____ what is your phone provider? (Verizon, AT&T) _____

Email Address _____

EMERGENCY INFORMATION:

(Someone we can call if we can't get a hold of you)

Name _____ Relation to you _____

Phone Number (_____) _____

Has Your Child been immunized? Yes ___ No ___ Permission to view "G" rated program. Yes ___ No ___

Permission to apply sunscreen Yes ___ No ___

Diet Restrictions/Medical Conditions/ Allergies: (specify which child and list restrictions.)

Your child/children will only be released to the people you listed above, Please be sure they have Photo ID upon check-out. **Please note not all children are immunized that use this facility***

I certify that all of the above information I have provided is accurate.

Parent Guardian Signature _____ Date _____

Purgatory Recreation I, LLC d.b.a. Purgatory Resort

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The Child who is participating in the Children's Center program shall be referred to hereinafter as "Child". The "Undersigned" means the parent or legal guardian of the Child. The Undersigned has the right to make decisions concerning the care, custody, and control of the Child. The Undersigned agree and understand that the Child's participation in the Purgatory Resort Children's Center (hereinafter referred to as "Children's Center"), including snow play, sliding, taking field trips and riding in resort vehicles and other related activities (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death, including but not limited to:** Interaction with other children; snow play, taking field trips by walking or by use of ski area or public transportation; playing, eating and/or sleeping in a child care environment; falling; equipment failure; equipment malfunction; equipment damage; Child's improper use of equipment; Child's use of his/her own personal equipment; Parent's failure to maintain or otherwise upkeep the child's personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drones or other mobile or aerial viewing equipment which may be encountered at any time; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Child or another acting in a negligent manner that may cause and/or contribute to injury to Child or others; Child's failure to comply with instructions; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Child's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above. The additional **RISK OF THE COVID 19 VIRUS** is also a risk when participating in the **ACTIVITY**. We are doing our best to stay informed of best practices to protect against this risk, however, there **IS NO CERTAIN WAY TO PROTECT STUDENT FROM COVID 19 WHEN PARTICIPATING IN THE ACTIVITY**. The Undersigned **RECOGNIZES THIS ADDED RISK AND VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY DESPITE THE ADDED RISK AND AGREES THIS RISK OF ILLNESS OR DEATH IS INCLUDED IN THE FULL RELEASE OF LIABILITY AND INDEMNIFICATION IN THIS AGREEMENT. IF YOU DO NOT WANT TO TAKE THIS ADDED RISK, DO NOT SIGN THIS AGREEMENT OR PARTICIPATE IN THE ACTIVITY.**

3. The Undersigned acknowledge and understand that the description of the risks listed above are **NOT** complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR CHILD TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. The undersigned gives **FULL PERMISSION** for **PURGATORY RESORT** to use **ANY AUDIO OR VISUAL MATERIALS** of signor or minor taken at Purgatory Resort and by signing below, I am releasing the use of any audio or visual materials taken, or on file, and for any uses by **PURGATORY RESORT** of myself or the **CHILD** for which I am signing. I understand that all said images and sound recordings shall constitute the property of **PURGATORY RESORT**, solely and completely.

5. The Undersigned represent that the **CHILD** is in good health and there are no special problems associated with his/her care. The Undersigned further **AUTHORIZES** anyone working with the **PURGATORY RESORT** Children's Ski and Snowboard School Programs or Children's Center to call for such **MEDICAL CARE** for the Child or to transport the Child to the appropriate clinic or hospital if, in the opinion of anyone working with **PURGATORY RESORT** Children's Ski and Snowboard School Programs or Children's Center, medical attention is needed for the child. The Undersigned agrees that upon turning the child over to the Undersigned or their designees or to the ambulance or other medical transport, medical facility, clinic or hospital that the responsibility of **PURGATORY RESORT** shall be **TOTALLY FULFILLED** and **PURGATORY RESORT** shall not have any further responsibility for the Child. The Undersigned agrees to pay all costs associated with such medical care and related transportation of the Child and **INDEMNIFY** and **HOLD PURGATORY RESORT**, its representatives, agents, affiliates, directors, servants, and employees **HARMLESS** from any costs incurred therein, or any claims arising therefrom. The undersigned hereby authorizes any medical facility or medical provider to provide care for the Child if it is believed that the Child requires medical attention.

6. In consideration for allowing the Child to participate in the Activity, **THE UNDERSIGNED ON BEHALF OF THEMSELVES AND THE MINOR CHILD HEREBY FULLY RELEASE and AGREE NOT TO SUE PURGATORY RECREATION I, LLC d.b.a. PURGATORY RESORT**, the United States and agencies thereof, the equipment manufacturers or distributors, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), personal injury or loss to Child, including death, which Child may suffer, arising in whole or in part out of Child's participation in the Activity. By agreeing not to sue, the Undersigned are releasing any right to make a

claim or file a lawsuit on behalf of themselves and the minor child against any Released Party. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Child's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual **NEGLIGENCE or BREACH of any CONTRACT or STATUTE and/or express or implied WARRANTY** and **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Child's participation in the Activity shall be **GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF LA PLATA COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**, sitting **EXCLUSIVELY in DURANGO, COLORADO**.

7. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the **Undersigned, any MINOR and/or any third party** arising in whole or in part from Child's participation in the Activity and including all the Released Party's attorney fees, costs, settlements or judgments.

8. The **UNDERSIGNED UNDERSTANDS** and **AGREES** that the Undersigned is responsible for obtaining **LIFE, ACCIDENT and HEALTH INSURANCE for the CHILD BEFORE** participating in the Activity. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of **THE UNDERSIGNED**.

I/WE HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I/WE ARE AWARE THAT I/WE ARE RELEASING CERTAIN LEGAL RIGHTS OF OURSELVES AND THE MINOR CHILD THAT OTHERWISE MAY EXIST.

<i>Signature of Parent/Legal Guardian of Child #1</i>	<i>Printed Name of Child #1</i>	<i>(Date)</i>
<i>Signature of Parent/Legal Guardian of Child #2</i>	<i>Printed Name of Child #2</i>	<i>(Date)</i>
<i>Signature of Parent/Legal Guardian of Child #3</i>	<i>Printed Name of Child #3</i>	<i>(Date)</i>
<i>Signature of Parent/Legal Guardian of Child #4</i>	<i>Printed Name of Child #4</i>	<i>(Date)</i>