

## MEDICAL AUTHORIZATION AND INDEMNIFICATION AGREEMENT

Name of Participant (the "Participant"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, NAME OF PARTICIPANT'S PARENT OR GUARDIAN:

In consideration of permission for the Participant to use the Eldora Mountain Resort facilities in part on property leased by ELDORA ENTERPRISES LLC ("Eldora") from the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE ("Forest Service") (all such property referred to as the "Premises"), the Participant must carefully read the following Medical Authorization Agreement (the "Agreement") and sign at the end. If the Participant is under 18 years of age, the parent or guardian of the Participant also must carefully read this Agreement, agree to it on behalf of both himself or herself and the Participant and sign at the end.

The Participant authorizes members of the Eldora Ski Patrol to provide or obtain medical care and authorizes Eldora personnel to obtain medical care for the Participant and to transport the Participant if medical attention appears to be necessary. If the Participant is under 18 years of age, the Participant's parent or guardian understands that Eldora will locate him or her in the event of such an emergency, but if Eldora does not locate him or her, the Participant's parent or guardian authorizes emergency medical care of the Participant. The Participant, and, if the Participant is under 18 years of age, the Participant's parent or guardian, agree to pay all costs for the Participant. No provision in this Agreement shall create a duty to provide medical care or transportation to the Participant. Further, the Participant understands that the furnishing of medical care is neither an admission nor an assumption of liability by Eldora, the Forest Service, and their respective affiliates, owners, directors, shareholders, officers, agents and employees.

The Participant agrees to the terms and conditions of this Agreement and agrees that each provision above may be separately and independently enforced. The Participant also agrees that each provision above is effective, with respect to the entire 2009 – 2010 ski season. The Participant has carefully read, clearly understands and voluntarily signs this Agreement. The Participant agrees that all disputes related to this Agreement shall be litigated in a state court located in Colorado and not in federal court or courts located in any other state or county.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, the Participant's parent or guardian agrees to the terms and conditions of this Agreement both on behalf of himself or herself and the Participant.**

Signature of parent or guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Participant's parent or guardian: \_\_\_\_\_  
(please print)