

Sunlight Mountain Resort – Model Release Form

RELEASE AND WAIVER OF RIGHTS

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. Grant of Rights:

In consideration of being able to use the facilities and/or services of Sunlight Mountain Resort and participate in activities on its premises, I hereby grant Sunlight Inc. d/b/a Sunlight Mountain Resort, its affiliated organizations, divisions, related companies, agents, employees, volunteers, representatives, assignees, members, managers, officers, and directors (collectively "Sunlight") the absolute and irrevocable right and permission to use my likeness, image, voice, and/or appearance as may be captured in photographs, video, film, and sound recordings for the purpose of publicizing or documenting the activities or for any other related purpose.

2. Use of Image:

I consent to the uncompensated use of my image or voice in any format by Sunlight for promotional materials, advertisements, publications, or other commercial and business-related uses. I waive any right to inspect or approve the finished product, including written or electronic copies, wherein my likeness appears.

3. Acknowledgment of Risks:

I acknowledge and understand that participation in activities at Sunlight involves both known and unknown risks, including but not limited to falling, slipping, natural and manmade hazards, adverse weather conditions, and other risks described in the full waiver provided by Sunlight. I voluntarily assume all risks associated with these activities.

4. Release of Liability:

I hereby release and hold harmless Sunlight from any and all liability, claims, demands, actions, and causes of action whatsoever, whether caused by negligence or otherwise, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any property belonging to me while participating in any activities or while on the premises.

5. Legal and Financial Responsibility:

I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Sunlight in defending any lawsuits or claims covered by this release or related to my participation in activities at Sunlight. I further agree that any claims for injury or death against Sunlight shall be governed by Colorado law and the exclusive jurisdiction and venue of any such claims shall be in Garfield County District or County Court, or the Federal Court for the State of Colorado, Wayne Aspinall Courthouse, Grand Junction, Colorado.

6. Binding Agreement:

This release is binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall remain enforceable. This release shall be

binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives.

7. Representation of Age and Authority:

By signing this, I represent that I am at least 18 years of age, or, if under 18, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant, and I agree that both the minor and I are bound by all the terms of this release.

8. Medical Authorization:

I authorize Sunlight to call for medical care and/or transport me if, in the opinion of its personnel, such care is needed. I agree to pay all costs associated with medical care and related transport and release, defend, and indemnify Sunlight for any costs incurred from such medical care and transport.

9. Confirmation of Understanding:

I have read and fully understand the terms of this release. I confirm that I voluntarily agree to the terms of this release and voluntarily agree to participate in the activities.

Signature: _____ **Date:** _____

Printed Name: _____

Parent/Guardian Signature (if applicable): _____ **Date:** _____

Printed Name of Parent/Guardian: _____
