

RESOLUTION NO. 5

SERIES NO. 2014

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE AGREEMENT
WITH GRAVITY GROMS LLC FOR BIG MINE
PARK ICE RINK, CRESTED BUTTE**

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, pursuant to Section 31-15-713 (c), C.R.S., the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town;

WHEREAS, pursuant to Section 713(c), when the term of such lease is one year or less, the Town Council may approve such lease by resolutions of the Town Council; and

WHEREAS, the Town Council finds hereby that approving a lease of Big Mine Park Ice Rink, Crested Butte for use by Gravity Groms LLC in its business is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

1. **Findings.** The Town Council hereby finds that granting a lease of Big Mine Park Ice Rink, Crested Butte for use by Gravity Groms LLC in its business is in the best interest of the Town.

2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with Gravity Groms LLC in substantially the same form as attached hereto as **Exhibit "A"**. Any substantive changes thereto may be made only following written approval by the Town Attorney.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 21st DAY OF APRIL, 2014.

TOWN OF CRESTED BUTTE

By: *Aaron J. Huckstep*
Aaron J. Huckstep, Mayor

ATTEST

Shelley Jansen
Shelley Jansen, Town Clerk



EXHIBIT
"A"

Big Mine Park Ice Rink Lease Agreement

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 5th day of May, 2014, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the "Town") and **GRAVITY GROMS LLC**, a Colorado limited liability company (hereafter referred to as the "Lessee") is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM:** Subject to Section 5 below as to the times of day when the Premises (as defined below may be used by Lessee, this Lease shall commence as of June 1, 2014, and shall expire on August 31, 2014 (the "Term"). The Term of this lease may be extended only by a writing executed by the parties hereto. The defined word "Term" as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

An area of space identified on **EXHIBIT A** attached hereto and incorporated herein, located at the Big Mine Park Ice Rink (hereafter, the "Premises").
3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term the sum of \$350.00 per month, payable in advance on or before the first day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee's execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer service. Lessee shall cause all refuse generated during Lessee's use of the Premises to be disposed of daily at Lessee's sole cost and expense.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting its youth camp activities.
 - (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation painting the Premises, without the prior written permission of the Town. Lessee shall return the Premises to the Town in good condition and repair, broom cleaned, both at the conclusion of each day that

- the Premises are used by Lessee and at the expiration or earlier termination of this Lease.
- (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption, and use of controlled substances within Premises, none of which shall be permitted on the Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
 - (d) Lessee's personal property shall at all times be secured so as to avoid any undesired use of such personal property.
 - (e) All usage of Lessee's personal property on the Premises shall be in the presence and at the direction of only Lessee approved personnel.
 - (f) Lessee's personal property shall be disassembled, broken down, locked down and neatly stored away when not in use on the Premises. The location of such storage is set forth on **EXHIBIT A**.
 - (g) All Lessee personal property shall be identified and signed as being the personal property of Lessee.
 - (h) Lessee's usage of the Premises shall be between the hours 8:00 a.m. and 8:00 p.m. only on those days where such usage has been confirmed five (5) days in advance by the Town Manager. Use shall not be permitted without the Town Manager's prior confirmation. Lessee's personal property set up, disassemble, break down, lock down and storage shall occur between 8:00 a.m. and 8:00 p.m. on permitted days only.
 - (i) All access to the Premises during Lessee's use thereof shall be strictly controlled by Lessee. Only participants and their family members may have access to Premises during Lessee's usage thereof.
 - (j) Vending on the Premises is strictly prohibited.
6. **JANITORIAL:** Lessee agrees to keep and maintain the Premises in a neat, orderly, broom clean and sanitary condition at all times, and to provide such janitorial and other services as may be necessary to do so.
7. **SIGNS:** Lessee shall not be allowed to install any signage on the Premises excepted where approved by the Town in advance in writing.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the north of the Premises. Lessee shall not park any vehicles overnight in said parking lot.
9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any time without notice to inspect and make repairs to the Premises and to inspect Lessee's use of the Premises. The Town or its representative may show the Premises to prospective tenants at any time.
10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.

11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **SECURITY DEPOSIT:** Lessee has paid the Town the sum of \$500.00 to be used as security for Lessee's faithful performance of the terms and obligations of this Lease. Said amount shall be paid at the time of Lessee's execution of this Lease. This deposit shall be held by the Town during the term. The security deposit shall not bear interest. The Town shall be entitled to apply any of the security deposit to the repair of damages caused to the Premises by Lessee or on account of Lessee's use thereof, and/or to pay for cleaning of the Premises. In the event the Town determines that it is necessary in its reasonable judgment to have the Premises cleaned or repaired during the Term, or after the expiration or earlier termination of this Lease, such cleaning or repairs shall be performed at Lessee's sole cost and expense. Any amount paid out of the security deposit during the Term shall be reimbursed by the Lessee to the Town within five (5) days. At no point will the security deposit on reserve be less than \$500.00. The security deposit shall not be deemed to be the total amount for which the Lessee shall be responsible to the Town in the event of damages to the Premises. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed under this Lease. Within thirty (30) days following the expiration of the Term or sooner termination of this Lease, the Town shall either return the security deposit or, as required by Colorado law, provide Lessee with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any between the amount of the security deposit and the damages claimed by the Town.
13. **TAXES:** Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.
14. **ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS:** In consideration for the Town leasing the Premises to Lessee, Lessee, its members, managers and officers (collectively, "Releasor/Idemnitor") hereby acknowledge and agree to the following:
- (a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");
- (b) Releasor/Idemnitor hereby waives any claims, and hereby releases, Releasee/Indemnatee against and from any and all Claims arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Releasee/Indemnatee; and
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(c) Releasor/Indemnitor shall indemnify, defend and hold harmless Releasee/Indemnitee from and against any and all Claims of Releasor/Indemnitor, Releasee/Indemnitee or third parties, any of them, including, without limitation, employees, agents and contractors of Releasor/Indemnitor, Releasee/Indemnitee or any of their invitees, guests, trespassers or otherwise on the Subject Property, arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor, Releasee/Indemnitee or third parties.

15. **EVENT WAIVER:** All participants, staff, volunteers, invitees, licensees and guests for the use the Property shall execute the attached liability waiver attached hereto as **EXHIBIT B**.

16. **INSURANCE:**

(a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term “all-risk” property coverage naming the Town and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring the Town and Tenant, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, or the property of the same.

(c) All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best’s Insurance Reports (property liability) or otherwise approved by Town in writing. All insurance policies shall be subject to approval by Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days’ prior written notice to Town and shall provide that no act or omission of Town that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Agreement (other than any policy of workmen’s compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town may carry.

(e) The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Tenant's operations and Town's operations and property.

17. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
18. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles and skateboards must be removed from the Premises overnight. Indoor furniture such as couches, tables and chairs will not be used or stored inside or outside the Premises at any time.
19. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation on the Premises.
20. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or
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damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.

21. **SURRENDER OF PREMISES:** Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises in as good as state and condition as received, reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall remove all debris and personal property at its own cost.
22. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received; (ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224
Facsimile: (970) 349-6626

LESSEE: Gravity Groms LLC

PO Box 2147
Crested Butte, CO 81224

Notice shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

23. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
24. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
25. **NO WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
26. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
27. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.
28. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.
29. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.
30. **COUNTERPARTS; FACSIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: [Signature]
Todd Crossett, Town Manager

ATTEST:

By: [Signature]
Shelley Hansen, Town Clerk

(SEAL)



LESSEE:

GRAVITY GROMS LLC

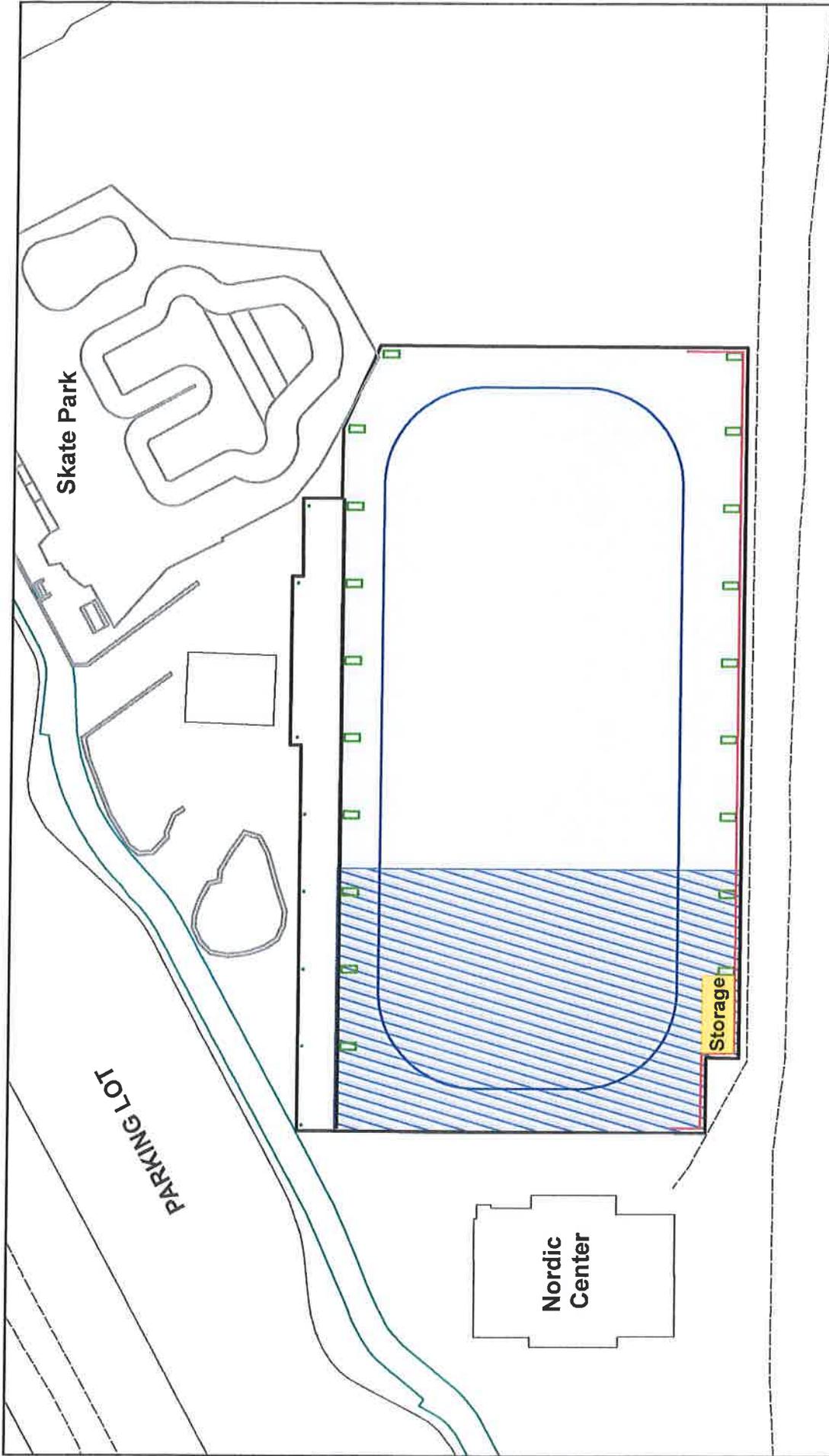
By: [Signature]
Doug Hudson, Its Owner

EXHIBIT A

Premises



EXHIBIT A



BIG MINE PARK ICE RINK Crested Butte, Colorado

 Lease Area	 Concrete Wall	 Post	 Ice Rink	 Roof
 Buildings	 Sidewalk	 Paved Roads	 Unpaved Roads	

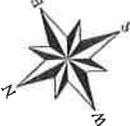






EXHIBIT B

Waiver

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is attending or participating in Gravity Groms LLC youth camp activities shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Gravity Groms, LLC, Town of Crested Butte, Colorado or any of their respective successors in interest, insurance carriers, insurance pools, attorneys, elected officials, agents, employees, contractors, materials suppliers, representatives, assignees, transferees, officers, directors, members and managers. The "Activity" means taking part in, staffing, working, constructing, managing, spectating and/or otherwise participating in, whether directly or indirectly, Gravity Groms LLC youth camp activities.

2. Risks of Activity. The Undersigned agree and understand that the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of the Activity. The risks and dangers of the Activity include, but are not limited to: Travel to and from the Activity; negligent instruction, direction and/or advice; changing surface conditions; surface conditions; medical problems affecting Participant or staff; equipment maintenance; fire; changing weather conditions; debris on venue; negligence on the part of: personnel and/or management, rescue vehicles/equipment, and providers of emergency medical attention; limited access to and/or delay of rescue and medical attention; falling; Participant's improper use of equipment; slick or uneven surfaces; slipping; tripping; loss of balance; debris; marked and unmarked obstacles; varying visibility; unmaintained surfaces; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, Participant's failure to comply with signage or directions; collisions with natural, man-made objects; collisions with other individuals or equipment; adverse weather; limited access to and/or delay of rescue and medical attention; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Duties of Participant. The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for understanding and complying with all signs and instructions.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation or attendance in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation or attendance in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation or attendance in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating or attending in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating or attending in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

6. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate or attend in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

