

Dear \_\_\_\_\_

It has come to my attention that my child is responsible for his/her own safety while in ski school per the Colorado Ski Safety Act and that (enter resort's name), the operator, is not responsible for my child's safety.

This document is being provided to you to inform you that my child is too young to be expected to know and evaluate his/her own ability level. It is my expectation that as the assigned caregiver of my child, (enter resort's name) the operator, will take reasonable steps to ensure that my child is physically able to participate in the given activity and has been given and understands the needed instruction to participate safely.

As a public consumer, I am trusting, (enter resort's name) the provider to provide a reasonably safe environment for my child. My child is placed in the care of, the provider and operator. As a child, and as a member of the public, my child and I lack the knowledge and experience to discern whether or not a specific activity is safe. (enter resort's name) The operator has invited the public, specifically children, to participate in this activity regardless of ability or knowledge. My child, as the patron in under the care of you as a result of a paying fee. It is my expectation that the activities and responsibilities given to my child while in your care will be developmentally appropriate for my child's age.

As the consumer, I expect that you will exercise reasonable care to ensure the safety of my child.

I expect that (enter resort's name), the operator, will:

Use a safety scoop when loading my child onto the lift.

Use a visual check to confirm that my child is completely on the lift.

Not allow my child to ride the lift unattended.

Use great caution and decision-making skills to guide my child in safe areas that are suitable for young skiers.

While I support that (enter resort's name), the operator, should not be liable for damages resulting from inherent risks associated with participating in ski school, I do expect that (enter resort's name) the operator, will be liable for damages resulting from negligence. The waiver that was assumed that I signed is a standardized contract for which I was given no opportunity to negotiate. I reject the waiver based on the fact that I did not have equal bargaining power and it was obtained from me after I made my purchase through a click through method. Receiving this letter is considered acceptance of its terms.

Signed \_\_\_\_\_

Date \_\_\_\_\_