The Gant Aspen - AALDC 2023

NOTES ON COVID-19 ASSUMPTION OF RISK AND RELEASE DOCUMENT BELOW

The Gant Aspen insists that this document must be part of any Conference and Apartment agreement, and that all groups at The Gant accepted and agreed. However the General Manager of Gant Aspen Mr Donnie Lee has provided below his explanation of the intent of the document which we now see as part of the agreement.
1. The Covid-19 Assumption of Risk and Release are part of the contracts with Travelplan and AALDC.
2. Despite what is stated in each of the respective contracts regarding cancelations, this provides the ability for Travelplan and AALDC to cancel, or rebook, without cancelation penalties up to November 6, 2022. After which, contract and cancelation penalties prevail.
3. Further, all attendees acknowledge existence of Covid-19 and individual risk of travel and participation of group functions. Accordingly assume individual risk and agree to abide by applicable Pitkin County Health Orders.

Whilst Covid-19 is excluded from Force Majeure from November 6 2022, other protections of Force Majeure would continue past November 6 including Government shutdowns and border closures etc.

TRAVELPLAN / AALDC ATTENDEE COVID-19 ASSUMPTION OF RISK AND RELEASE

As a condition to occupancy of a residential unit at The Gant and/ or entry into The Gant Conference Center, The Group attendees acknowledge the contagious nature of the Virus and the possibility of exposure to, and infection with, the Virus and the dangers related thereto. The Group attendees assume any and all risk, and accepts sole responsibility, associated with the Covid-19 Virus and the dangers related to the Virus, including but not limited to contracting or being exposed to the Virus. Further, as a condition to occupancy of a residential unit at The Gant and/or entry into The Gant Conference Center, all individuals of The Group, by renting and entering a residential Unit and/or entering the Conference Center, shall release, discharge and covenant not to sue The Resort or The Resort's assignees, employees, family members, agents, or representatives from any claim, damages, loss, cost, liability, injury, death, actions and the like relating to, or arising from, the Covid-19 Virus, including but not limited to any member of The Group contracting or being exposed to the Virus.
The Group and all individuals in The Group, as a condition to occupancy of a residential unit at The Gant and/or entry into The Gant Conference Center, shall comply with all orders, rules, regulations, proclamations and the like relating to Covid-19 issued by governmental or health authorities, including but not limited to social distancing, limitations on gatherings, and limitations on the number of people at any location or proximity, such restrictions and requirements include but are not limited to:
- Applicable Pitkin County, Colorado, Health Orders: https://covid19.pitkincounty.com/public-health-order/