

**WINTER PARK RESORT SPECIAL EVENT PARTICIPANT
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT
PLEASE READ CAREFULLY BEFORE SIGNING.**

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

"ADULT" means the undersigned adult participating in the Event (as defined below), being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of and with the intent of binding the minor child named below ("CHILD") so that CHILD will be permitted to engage in alpine, telemark, freeride and snowboard competitions at Winter Park Resort ("Resort"). ADULT and CHILD shall collectively be referred to hereinafter as "PARTICIPANT". PARTICIPANT understands that under Colorado law a persons who is sliding or jumping on snow or ice using skis, a snowboard, sled, toboggan, tube or snowbike or using any of the facilities of a ski area is considered a "skier" and will hereafter be referred to as a skier. Hereafter "skiing" means any on snow or ice sliding or jumping activity.

IF PARTICIPANT IS AN EMPLOYEE OF INTRAWEST/WINTER PARK OPERATIONS CORPORATION, COPPER MOUNTAIN INC OR ANY OF THEIR AFFILIATED ENTITIES, ADULT UNDERSTANDS AND AGREES FOR HIM/HER SELF AND ON BEHALF OF THE CHILD, IF APPLICABLE, THAT PARTICIPATION IN THE EVENT IS NOT WITHIN THE SCOPE OF THEIR EMPLOYMENT; THAT PARTICIPATION IN THE ACTIVITY IS NOT REQUIRED AS PART OF PARTICIPANT'S EMPLOYMENT; THAT PARTICIPANT IS PARTICIPATING IN THE EVENT VOLUNTARILY AND ON PARTICIPANT'S OWN INITIATIVE AND THAT ANY INJURIES SUSTAINED AS A RESULT OF PARTICIPATION IN THE EVENT WILL NOT BE CONSIDERED A JOB RELATED INJURY AND PARTICIPANT WILL NOT RECOVER ANY BENEFITS UNDER COLORADO WORKER'S COMPENSATION LAW.

ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS RELEASE ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF CHILD, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.

PARTICIPANT acknowledges that falls and collisions occur and injuries may result from engaging in skiing or another activity at the Resort. PARTICIPANT understands that PARTICIPANT must have the special physical dexterity and knowledge to participate in the Event as well as the skill and dexterity to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts and participating in the Event. PARTICIPANT is advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time. PARTICIPANT understands that the use of the ski area facilities involves risks including but not limited to all of the risks mentioned above, high elevation, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow and rugged mountainous terrain. Additionally, PARTICIPANT assumes the responsibility of maintaining control at all times while skiing. PARTICIPANT agrees that PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions on use of lifts.

As a PARTICIPANT in an EVENT sponsored by or conducted in connection with the Resort, PARTICIPANT may be involved in racing and/or performance programs. PARTICIPANT recognizes, understands and agrees that participation in such programs is more hazardous and dangerous than recreational skiing. PARTICIPANT further agrees that as a participant in a racing or performance program, PARTICIPANT is a competitor at all times, whether practicing for or skiing or riding to the venue for the competition or participating in the competition. PARTICIPANT understands that the competition creates chances of injury beyond those normally associated with skiing and ADULT for him/herself and, if applicable CHILD, accepts such additional risks. PARTICIPANT understands that he/she has the opportunity to inspect the EVENT course and/or features and associated equipment prior to participating in the EVENT and that **he/she assumes the risk of all site conditions**, including but not limited to course or venue construction or layout, features and obstacles. PARTICIPANT agrees to inspect all equipment and features before use and ask questions of Resort employees if PARTICIPANT does not fully understand how to use the equipment and features. **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT OR VOLUNTARILY CHOOSES TO ALLOW CHILD TO TAKE PART IN THE EVENT.**

PARTICIPANT agrees to read and obey all posted signs and warnings and to obey those signs and warnings located at any facility or property of the Resort. PARTICIPANT understands that entering or skiing in a "CLOSED" area is illegal.

ADULT AGREES AND UNDERSTANDS THAT CHILD WILL BE OR MAY BE USING SKI LIFTS WITHOUT A SKI INSTRUCTOR, COMPETITION CENTER REPRESENTATIVE OR OTHER ADULT PRESENT. (include if appropriate for the event CHILD MAY ALSO BE ENTERING INTO AND USING THE FEATURES DESIGNED FOR FREESTYLE SKIING AND/OR CONTAINED IN TERRAIN PARKS AND ADULT CONSENTS TO SUCH USE ON BEHALF OF CHILD. AS A PARTICIPANT IN THE EVENT, CHILD WILL NOT BE UNDER THE SUPERVISION OR CONTROL OF THE WINTER PARK COMPETITION CENTER OR SKI/RIDE SCHOOL.

ADULT hereby **ASSUMES ALL RISKS** associated with his/her own or, if applicable, CHILD's participation in an EVENT, known or unknown, inherent or otherwise, including but not limited to, **injury and/or death** to the PARTICIPANT, and **HEREBY RELEASES** on his/her own and CHILD's behalf Intrawest/Winter Park Operations Corporation, Intrawest Corporation, Winter Park Recreational Association, the United States, the City and County of Denver, and all EVENT sponsors, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, agents, as well as any equipment manufacturers and distributors (hereinafter the "Released Parties") from **ANY AND ALL LIABILITY** and/or claims that the undersigned ADULT or CHILD may be entitled to bring on his/her own behalf or that might be brought on behalf of CHILD that arise from the ADULT's or CHILD's use of equipment and/or participation in an EVENT, including claims based on

NEGLIGENCE OR BREACH OF WARRANTY. PARTICIPANT represents that he/she **AGREES TO INDEMNIFY** and hold harmless the Released Parties from any and all claims of the ADULT arising in whole or in part from the ADULT's or the CHILD's participation in an EVENT.

The Resort shall have the right to confiscate or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative PARTICIPANT: 1) acts in any manner that endangers or may endanger the safety of PARTICIPANT or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. A ticket/pass is **NOT TRANSFERABLE** and **CANNOT BE RESOLD**. A ticket/pass may be confiscated with no re-issue if in the sole judgment of a representative of the ski area operator, it is used in a fraudulent reckless or dangerous manner. Re-issued passes may be subject to a replacement fee.

ADULT warrants that he/she or CHILD, as the case may be, is in good health and there are no special problems with the care of the PARTICIPANT and that the ADULT has left no special instructions regarding the care for the PARTICIPANT that have not been provided to the RELEASED PARTIES in writing. PARTICIPANT authorizes the RELEASED PARTIES and/or their authorized personnel to call for medical care for PARTICIPANT or to transport PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. PARTICIPANT agrees that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTIES shall not have any further responsibility for PARTICIPANT. Further, PARTICIPANT agrees to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTIES from any costs incurred therein.

Adult hereby grants permission for Broadcasters and the Resort to use Participant's biography, image, appearance, name, voice, photograph and likeness throughout the world in perpetuity in any and all media now known or hereafter devised in connection with a) the Event and telecasts of the Event; b) publicity, advertising, and promotion for the Event and telecasts for same; c) future editions and telecasts of the Event; and d) publicizing, advertising and promoting the Resort.

Adult waives any right that he/she or CHILD may have to inspect or approve any item that may use Participant's name, voice, likeness or image in connection with the Event and telecasts, publicity, advertising and promotion for the Event or promotion of Resort and telecasts, and future editions and telecasts thereof. However, the foregoing does not grant a) Broadcasters the right to use Participant's recognizable likeness, name and/or image on merchandise with the exception of re-edited broadcast footage in the form of video or DVD without Adult's prior approval; or b) distributors, assigns, sponsors, advertisers or other third parties the right to use Participant's recognizable likeness, name, and/or image on merchandise or in connection with the promotion or endorsement of any products, services, promotions or announcements other than the Event and the Resort.

In consideration for participating in an ACTIVITY, PARTICIPANT agrees that **ALL** claims for injury and/or death arising from the ADULT's and/or CHILD's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** without reference to any choice of law rules and **EXCLUSIVE JURISDICTION** shall be in the **District Court for Grand County, Colorado** or in **Federal District Court for the District of Colorado**.

ADULT understands that without ADULT's signature on behalf of the CHILD, CHILD will not be permitted to engage in the EVENT. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the CHILD and that the CHILD shall be bound by all the terms of this Release. This Release shall be binding upon PARTICIPANT's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Name of Participant if Over 18 Birth Date Signature of Participant if Over 18 Date

Print Name of Participant if under 18 Birth Date Signature of Participant if under 18 Date

Print Name of Parent/Legal Guardian of Minor Signature of Parent/Legal Guardian of Minor Date

Intrawest respects your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you.

Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to www.skiwinterpark.com.