

## **TELLURIDE COMPETITION HOLD-HARMLESS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**PLEASE READ THIS CAREFULLY BEFORE SIGNING. THIS COMPETITION HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (HEREINAFTER REFERRED TO AS "RELEASE") IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The adult or child who will compete or participate at the Telluride Ski Area owned and operated by TSG Ski & Golf, LLC or its successor (hereinafter referred to as "TSG") as participant in TELLURIDE SKI AND SNOWBOARD CLUB\_\_event (the "Event") taking place on or between\_\_1<sup>ST</sup>\_day of DECEMBER 2008 and \_\_6<sup>TH</sup>\_day of \_APRIL 2009, and shall be referred to hereinafter as "Competitor." As used in this contract, "Adult" shall mean either the adult competitor signing this Release on behalf of himself or herself or, in the case of a child, "Adult" shall mean the parent or legal guardian signing this Release on his or her own behalf as well as on behalf of the child. "Child" means a person under the age of eighteen (18) on the day this Release is signed. Competitor agrees and understands that competing in Event and skiing and/or any other uses of Telluride Ski Area facilities, including use of the lifts (hereinafter as the "Activity") involves the risk of physical injury or death and may be hazardous.

COMPETITOR UNDERSTANDS AND AGREES THAT THIS RELEASE WILL APPLY FOR EACH AND EVERY DAY THAT COMPETITOR PARTICIPATES IN THE ACTIVITY DURING THE 2008/2009 SKI AND SNOWBOARD SEASON.

Competitor recognizes that there are risks including but not limited to, grooming; snowmaking; snowmobiles; course and course settings; ski lift operations; acts or omissions of: employees, volunteers or agents of TSG; training for the Activity; and, travel to and from the competitive event. Competitor recognizes that injuries are a common and ordinary occurrence of the Activity and that skiing and snowboarding are inherently dangerous activities. Competitor hereby agrees to freely and expressly ASSUME and accept ANY AND ALL RISKS while participating in the Activity and voluntarily elects to participate in the Activity. The risks assumed by Competitor include but are not limited to all risks as set forth in the Colorado Ski Safety Act, CRS 33-44-101, et seq., as amended.

In consideration of engaging in the Activity Competitor agrees to ASSUME ALL RISKS associated with the Activity and agree to hold harmless, release, defend, and indemnify TSG Ski & Golf, LLC, the United States Forest Service, and their parent, affiliates and subsidiaries, agents, employees, representatives, assigns, directors, officers, partners and/or shareholders (the "Released Parties") from all liabilities and/or claims, whether actual or potential, for injury or death to persons or damage to property arising from Competitor's participation in the Activity, including those injuries and damages caused by the Released Parties' conduct, negligent or otherwise. By executing this release, Competitor agrees to indemnify each Released Party for any injuries to him/her or to other persons or property caused by Competitor as a result of engaging in the Activity.

Competitor authorizes the Released Parties and/or their authorized personnel to call for medical care or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Competitor agrees that upon transport to any such medical facility or hospital that the Released Parties shall not have any further responsibility to Competitor. Further, Competitor agrees to pay all costs associated with such medical care, related transportation, and any other costs associated with their participation in this event and shall indemnify and hold harmless the Released Parties of and from any costs incurred therein.

Competitor agrees that he/she is a competitor at all times, whether practicing for competition or engaging in competition. Competitor agrees that he/she will be provided an opportunity to conduct a reasonable visual inspection of the training area, race course and/or venue. Competitor agrees and understands that he/she will be held to assume the risk of all course conditions, including, but not limited to, weather and snow conditions, course construction or layout and obstacles, whether

