

**SPECIAL EVENT PARTICIPANT 2008-2009 WARNING, ASSUMPTION OF RISK,
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 Special Event participant, being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the minor named below so that the minor will be permitted to engage in special event activities. "Minor" means the minor participant named below. "Undersigned" means the Adult and Minor collectively. The person actually taking part in the special event activities is referred to herein as "Participant". Undersigned agree and understand that skiing, snowboarding, including skiing and snowboarding competitions, events, demonstrations and performances, strength and endurance training and/or any other uses of the facilities, activities, or equipment of Copper Mountain, Steamboat and/or Winter Park resorts (collectively "Resorts"), or such other venue as may be utilized by the Resorts, (each hereinafter an "ACTIVITY") can be **HAZARDOUS. The Undersigned understand that Participant will not be permitted to take part in the ACTIVITY unless this Warning, Assumption of Risk, Liability Release, Hold Harmless and Indemnity Agreement ("Agreement") is fully executed.**

UNDERSIGNED AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN AN ACTIVITY DURING THE 2008-2009 SKI SEASON AND PRE AND POST SEASON ACTIVITIES WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY THE RESORTS' AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.

Undersigned are advised and understand that under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a "skier" and is referred to as a skier.

Adult agrees to read, to have Minor read and, if necessary explain to Minor all posted signs and warnings including instructions on use of lifts and equipment and Undersigned agree that Participant will obey those signs and warnings located on the property or at any facility or premise of the Resorts and to obey instructions from Resorts' staff. Adult agrees and understands that Minor will be using ski lifts without a ski instructor, Resorts' representative or other adult present. Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned assume the risks of riding the lifts and engaging in activities accessible from the lifts. Undersigned are advised that snowmobiles, snowmaking, snow-grooming and other equipment or vehicles may be encountered at any time and that Participant should be alert for and avoid such equipment. Undersigned understand that entering or skiing in a "CLOSED" area is illegal and more dangerous to Participant and others than skiing in open areas of the ski area. Undersigned understand that the use of ski area facilities involves risks including but not limited to all of the risks mentioned above, high elevation, marked and unmarked obstacles, wildlife encounters, slick or uneven surfaces, surfaces covered with ice and snow, rugged mountainous terrain, dehydration and overexertion.

Undersigned agree to inspect all equipment before use and ask questions of Resorts' employees if Participant does not fully understand how to use the equipment. Undersigned accept for use "AS IS" any equipment Participant uses for an ACTIVITY and to return **immediately** for replacement or repair any equipment believed by PARTICIPANT to be damaged or defective. Adult accepts full responsibility for the care of the equipment used for an ACTIVITY including rental and/or demo ski and snowboarding equipment and agrees that Adult will be responsible for the replacement at full retail value of any equipment damaged or not returned. Undersigned understand that **a helmet and/or binding system cannot guarantee Participant's safety** and no helmet can protect the wearer against all potential head injuries or prevent injuries to the wearers face, neck or spinal cord. On alpine skis, the binding system cannot prevent all injuries and does not eliminate the risk of any types of injuries to Participant. Alpine bindings may not release or retain at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will or will not release. In snowboarding, telemark skiing, cross-country skiing, snowblading and ski-boarding, the binding system may not ordinarily release during use and may not be designed to release as a result of forces generated during ordinary operation. Adult acknowledges on Adult's and Minor's behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in an ACTIVITY.

As a participant in the ACTIVITY, Participant will be involved in racing, competition, performance or special event programs. Undersigned recognize, understand and agree that participation in such programs is more hazardous and dangerous than recreational skiing. The Undersigned further agree that as a participant in a racing, competition, performance or special event program, Participant is a competitor at all times, whether warming up, practicing for competition or in competition. Participant will always be provided an opportunity to conduct a reasonable inspection of the training, competition, event or race course and make his/her own decision about whether to participate, given the conditions at the time and taking into account Participant's skill level and experience in courses or venues of similar difficulty. Undersigned understand, agree and represent that Participant will always engage in reasonable inspection and decision-making pertaining to participation. Undersigned freely **assume all risk of all course conditions** including but not limited to, course design, course construction, course layout, course terrain, course jumps, features and obstacles and course maintenance. Participant may be involved in travel to and from an ACTIVITY or events over snow or ice covered roads in inclement weather and Undersigned accept such risks. Participant may also be entering into and using freestyle terrain that contains, but may not be limited to moguls, jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. Participation in the ACTIVITY shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts. **RECOGNIZING AND ACCEPTING THE ABOVE RISKS AND RESPONSIBILITIES, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE RACING, COMPETITION, PERFORMANCE OR SPECIAL EVENT PROGRAM OR**

VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE RACING, COMPETITION, PERFORMANCE OR SPECIAL EVENT PROGRAM.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks described above and the inherent risks associated with the ACTIVITY and, as a condition to Participant engaging in the ACTIVITY, Adult on his/her own behalf and, if applicable, on behalf of Minor agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in the ACTIVITY; (2) RELEASE, HOLD HARMLESS and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Copper Mountain, Inc., Intrawest/Winter Park Operations Corporation, Steamboat Ski & Resort Corporation, Intrawest US Holdings, Inc., the United States Forest Service, Winter Park Recreational Association, the City and County of Denver, all ACTIVITY sponsors, equipment manufacturers and distributors, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, volunteers, agents, as well as any operator of a venue for an ACTIVITY, (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in the ACTIVITY; (3) INDEMNIFY AND DEFEND THE INDEMNIFIED PARTIES FROM ANY LIABILITY, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant while taking part in the ACTIVITY, including, but not limited to, those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of the Indemnified Parties. Undersigned agree to pay all costs including attorney's fees incurred by any Indemnified Party in defending a claim or suit brought by or on behalf of Undersigned.

Undersigned gives Resorts permission to take and use photographs, video recordings, or movies of Participant taken during an ACTIVITY for any purpose in promoting the Resorts or related activities of the Resorts in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

The ski area operator shall have the right to confiscate tickets or passes 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; 4) engages in misconduct or creates a nuisance; 5) violates "Your Responsibility Code"; 6) skis recklessly (high speed, jumping or tucking, out of control or straight down a run outside of a competition venue) – when skiing Participant must avoid other skiers, trail groomers, maintenance vehicles or objects below them; 7) skiing on closed trails or in closed terrain; 8) is impaired from or uses alcohol or drugs, 9) uses abusive language (swearing or cursing); or 10) displays poor or unsafe etiquette including skiing at speeds higher than rest of traffic on a run. Some of these 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 Resorts, it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledges their affirmative duty to immediately notify the Resorts if Participant's ticket/pass is lost or stolen.

Adult warrants that the Participant is physically capable of safely participating in the ACTIVITY and is in good health. Undersigned authorize the Indemnified 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. Undersigned agree that upon Participant's transport to any such medical facility or hospital that the Indemnified Parties shall not have any further responsibility for Participant. Further, Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Indemnified Parties from any costs incurred therein.

In consideration for participating in an ACTIVITY, Undersigned agree that ALL claims for injury, property damage and/or death arising from the Adult's and/or Minor'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 where the alleged incident occurred or in Federal Court for the District of Colorado**.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of Minor and that Minor shall be bound by all the terms of this Agreement. The Undersigned understand and agree that if this Agreement is not signed on behalf of Minor, the Minor would not be permitted to participate in the ACTIVITY. This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 200_____.

Print Name of Participant

Birth Date

Signature of Participant if 18 or older

Print Name of Parent/Legal Guardian of Minor Participant

Signature of Parent/Legal Guardian of Minor Participant

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.intrawest.com.