



DARK TERRITORY -2008-2009

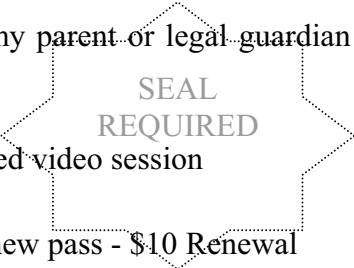


Participant NAME			
Last	First	Middle initial	
Address	City	State	Zip
Birth Date: / / month / day / year	Email:	Phone #	

EMERGENCY CONTACT INFORMATION			
Last	First	Relationship	
Address	City	State	Zip
Home #	Work #	Cell #	

DARK TERRITORY PASS CHECK LIST:

- I am at least 10 years old (as of today)
- I have completed and signed this waiver form
- If under 18, I have had my parent or legal guardian sign this waiver form
- I have attended the required video session
- I have paid my \$20 for a new pass - \$10 Renewal
- I have read the signage on this page
- I am stoked to ride or ski Dark Territory!



SMART STYLE:

LOOK BEFORE YOU LEAP:
Scope around the jumps first, not over them. Know landings are clear, and clear yourself out of the landing area.

EASY STYLE IT:
Start small and work your way up. (Inverted aerials not recommended.)

RESPECT GETS RESPECT:
From the lift line through the park.

MAKE A PLAN:
Every time you use freestyle terrain, make a plan for each feature you want to use. Your speed, approach and take off will directly affect your maneuver and landing.

Not responsible for lost, stolen or damaged equipment.



Freestyle terrain has designations for size and challenge. Start small and work your way up. Designations are relative to this ski area.

SMALL	MEDIUM	LARGE
<ul style="list-style-type: none"> • Small features and jumps • Ride-on rails • Wider sliding surfaces 	<ul style="list-style-type: none"> • Medium features and jumps • Ride-on rails • Introduction to jump-on rails • For advanced riders and skiers 	<ul style="list-style-type: none"> • Largest features and jumps • Superpipe • Jump-on rails with narrow sliding features • Advanced and expertonly skiers

Freestyle Terrain may contain jumps, hits, ramps, banks, fun boxes, jibs, rails, halfpipes, quarterpipes, snowcross, freestyle bumps, and other constructed or natural terrain features.

PRIOR to using Freestyle Terrain, you are responsible for familiarizing yourself with Freestyle Terrain and obeying all instructions, warnings, and signs.

Freestyle skills require maintaining control on the ground, and in the air.

INSPECT.
It is your responsibility to inspect these features before use and throughout the day. The features vary in size and difficulty and change consistently due to snow conditions, grooming, weather, usage, modifications, and time of day. Do not jump blindly. Use of a spotter is recommended.

RESPECT THE RULES AND ETIQUETTE.
Only one person on a feature at a time. Wait your turn and call your drop. Do not enter the Terrain park or use features when closed.

USE YOUR HEAD!
Remain in control and within your ability level. Do not use these features if you lack sufficient ability and experience. You control the degree of difficulty you encounter using these features both on the ground and in the air.

USE OF FREESTYLE TERRAIN EXPOSES YOU TO THE RISK OF SERIOUS INJURY OR DEATH. INVERTED AERIALS ARE NOT RECOMMENDED. YOU ASSUME THE RISK.

DARK TERRITORY TERRAIN PARK WAIVER 2008-2009 - WINTER PARK RESORT
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 participant, 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 the minor named below so that the minor will be permitted to engage in an ACTIVITY. “Minor” means the minor participant named below. “Undersigned” means the Adult and Minor collectively. The person actually taking part in the ACTIVITY at Winter Park Resort and more specifically the “Dark Territory Terrain Park” (“Resort”) is referred to herein as “Participant”. Undersigned agree and understand that skiing, snowboarding, including skiing and snowboarding competitions, demonstrations, and performances, and/or any other uses of the area, facilities, activities, or equipment of the Resort (each hereinafter an “ACTIVITY”) can be **HAZARDOUS AND EXTREMELY DANGEROUS**. 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 UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2008-2009 SKI SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN 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.

Participant assumes the responsibility of maintaining control at all times while skiing. 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 Participant agrees to obey those signs and warnings located on the property or at any facility or premise of the Resort and to obey instructions from Resort staff at or in Dark Territory Terrain Park or elsewhere at the Resort. 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 agree to inspect or to have Participant inspect all equipment before use and ask questions of Resort employees if Participant does not fully understand how to use the equipment.

Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts and to safely utilize the difficult terrain and features in Dark Territory Terrain Park. Furthermore, Adult on his/her on behalf and on behalf of Minor agrees to keep deliberate and conscious control over his/her body both on the ground and in the air while properly using his/her equipment in variable weather, snow and terrain conditions. Undersigned assume the risks of riding the lifts and engaging in activities accessible from the lifts. Undersigned are advised that snowmobiles, snowmaking and 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 should also be alert for other skiers and

participants and their equipment, who are skiing in Dark Territory Terrain Park. Undersigned understand that the use of ski area facilities involves risks including but not limited to all of the risks mentioned elsewhere herein including, high elevation, wildlife encounters, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain, dehydration and overexertion.

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. **UNDERSIGNED UNDERSTAND AND AGREE THAT THE DARK TERRITORY TERRAIN PARK IS DESIGNED FOR ADVANCED AND EXPERT RIDERS/SKIERS WHO HAVE EXPERIENCE USING LARGE FEATURES IN TERRAIN PARKS AND THAT USE OF THE DARK TERRITORY TERRAIN PARK IS MORE HAZARDOUS AND DANGEROUS THAN ORDINARY RECREATIONAL SKIING OR USE OF OTHER TERRAIN PARKS OR OTHER TERRAIN PARK FEATURES. UNDERSIGNED FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH USING THE FREESTYLE TERRAIN INCLUDING ALL TERRAIN PARKS, AND THE POSSIBILITY OF LOSS, PERSONAL INJURY OR DEATH RESULTING THERE FROM. BECOMING INVERTED DURING AN AERIAL MANEUVER, WHETHER INTENTIONALLY OR ACCIDENTALLY SUBSTANTIALLY INCREASES THE RISK OF SERIOUS INJURY OR DEATH AND UNDERSIGNED UNDERSTANDS THAT INVERTED MANEUVERS ARE NOT RECOMMENDED.**

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 Intrawest/Winter Park Operations Corporation, Intrawest US Holdings, Inc., the United States Forest Service, Winter Park Recreational Association, the City and County of Denver, all ACTIVITY sponsors, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, volunteers, agents, as well as any operator of a venue for an ACTIVITY, Equipment manufacturers and distributors (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.**

Helmet use is strongly encouraged while skiing/riding in Dark Territory Terrain Park for Participant's own safety. However Undersigned understand that a helmet cannot guarantee the Participant's safety. Undersigned UNDERSTAND that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. Undersigned understand that Participant has the opportunity to and will make a reasonable visual inspection of the Dark Territory Terrain Park features prior to use and that **Participant assumes the risk of all Dark Territory Terrain Park conditions**, including but not limited to Dark Territory Terrain Park design, construction, configuration, layout, obstacles, weather and snow conditions. Adult agrees and understands that Minor will be using ski lifts AND Participant will be entering into the Dark Territory Terrain Park and using freestyle terrain that contains jumps, hits, ramps, fun boxes, banks, jibs, rails, half-pipes, quarter pipes, snowcross, freestyle bumps and other constructed and natural features without a ski instructor or other Adult present. **RECOGNIZING AND ACCEPTING THE ABOVE RISKS AND RESPONSIBILITIES, ADULT VOLUNTARILY CHOOSES TO USE THE DARK TERRITORY TERRAIN PARK OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO USE THE DARK TERRITORY TERRAIN PARK.**

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 has failed to follow posted rules or instructions from Resort staff. Participants may have their Dark Territory Terrain Park pass removed by Winter Park personnel for violations of: 1) The "Your Responsibility Code"; 2) acts in any manner that endangers or may endanger the safety of Participant or any other person; 3) Reckless skiing/riding at the Resort (high speed, jumping or tucking, out of control or straight down any run) - when skiing/riding downhill Participant must avoid the skiers/boarders, trail groomers, maintenance vehicles or objects below them; 4) Pass Sharing or lending Dark Territory Terrain Park Pass to another person (this is a fraudulent offense and can be prosecuted); 5) Skiing/riding on closed trails or in closed terrain; 6) Impairment from and/or use of alcohol or drugs; 7) Abusive language (swearing or cursing, threatening or abusive language); 8) Displaying poor or unsafe terrain park etiquette – either within or outside the park; 9) Bypassing the entrance and entering the park under the fence; 10) violates the law; 11) engages in misconduct or creates a nuisance.

Undersigned realize and understand that from time to time Participant may be photographed while at the Resort and in particular in the Rail Yard Terrain Park and Dark Territory Terrain Park. Undersigned hereby give permission and consent to Resort and their licensees to use Participant's image, appearance, photograph and likeness throughout the world in perpetuity in any and all media now known or hereafter devised in connection with the promotion, advertising and

publicizing of Winter Park Resort or any event or activity sponsored or promoted by Resort and for any internal communications on the intranet or in yearbooks, newsletters and the like (collectively the "Publicity"). Undersigned understand and agree that the Publicity may be conducted throughout the world in all forms of media including but not limited to all forms of television, cable, videos, photos, and the Internet. Undersigned waive any right that Undersigned may have to inspect or approve any item that may use Participant's name, voice, likeness or image in connection with the Publicity including any use of Participant's recognizable likeness, name and/or image on merchandise. Undersigned acknowledge and agree that any use of Participant's recognizable likeness, name and/or image which may appear in the Publicity will be without any further compensation to the Undersigned.

Adult warrants that Participant is in good health and has the physical skills and dexterity to use the Dark Territory Terrain Park. Adult authorizes the INDEMNIFIED PARTIES and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "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 a facility or hospital that the INDEMNIFIED PARTIES shall not have any further responsibility for Participant. Adult also consents to the Care given by an emergency care giver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Adult at the earliest possible time in the event such Care is undertaken for a Minor. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resorts to exercise their best judgment in undertaking such Care. 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 to person or property and/or death arising from the Adult's and/or Minor's participation in an 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 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 Participant'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.

_____	_____	_____	_____
Print Name of Participant	Age	Signature of Participant	Date
_____	_____		_____
Print Name of Parent/Legal Guardian of Minor Participant	Signature of Parent/Legal Guardian of Minor Participant		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.