



DARK TERRITORY

DARK TERRITORY 2011-2012



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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:			
<input type="checkbox"/> I am at least 10 years old (as of today)		<input type="checkbox"/> I have attended the required video session if I am purchasing a pass for the first time.	
<input type="checkbox"/> I have completed and signed this waiver form		<input type="checkbox"/> I have paid my \$20 for a new pass - \$10 Renewal	
<input type="checkbox"/> If under 18, I have had my parent or legal guardian sign this waiver form		<input type="checkbox"/> I have read the signage on this page	

SMART STYLE:

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.

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.

Not responsible for lost, stolen or damaged equipment.

STOP READ THIS!

FREESTYLE TERRAIN - FREESTYLE SKILLS REQUIRED

SMALL

- Small Features and Jumps
- Ride-On Rails
- Wider Sliding Surfaces

MEDIUM

- Medium Features and Jumps
- Introduction to Jump-On Rails

LARGE

- Large Features, Jumps and Superpipe
- Jump-On Rails with Narrow Sliding Features
- Recommended for Experts Only

INSPECT THROUGHOUT THE DAY. Features vary in size and difficulty and change constantly due to snow conditions, grooming, weather, usage, modifications and time of day. Use of a spotter is recommended.

RESPECT 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.

RIDE SMART! Remain in control and within your ability level. Do not use these features if you lack sufficient ability and experience.

USE OF FREESTYLE TERRAIN EXPOSES YOU TO THE RISK OF SERIOUS INJURY OR DEATH. YOU ASSUME THE RISK. HELMETS ARE RECOMMENDED. SPECTATORS DISCOURAGED. SNOW BIKES NOT ALLOWED.

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.

2011-2012 DARK TERRITORY TERRAIN PARK RELEASE

“Adult” means the undersigned adult, being at least 18 years old, signing on behalf of himself/herself, and, if applicable, as the parent or legal guardian, signing on behalf of the minor named below so that the minor will be permitted to engage in the activity. “Minor” means the minor participant named below. “Undersigned” means the Adult and Minor collectively. The person actually taking part in the activity is referred to herein as “Participant”. Undersigned agree and understand that skiing, snowboarding, including skiing and snowboarding in Dark Territory Terrain Park and other terrain parks, and/or any other uses of the area, facilities, activities, or equipment (each hereinafter an “Activity” or collectively “Activities”) of the Dark Territory Terrain Park and Winter Park Resort (collectively the “Resort”) can be **HAZARDOUS AND EXTREMELY DANGEROUS**. **The Undersigned understand that Participant will not be permitted to take part in any Activity unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment (“Agreement”) is fully executed.**

UNDERSIGNED AGREE THAT THIS AGREEMENT WILL APPLY FOR EVERY DAY PARTICIPANT ENGAGES IN AN ACTIVITY DURING THE 2011-2012 SKI SEASON 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 WRITING SIGNED BY THE RESORT’S AUTHORIZED REPRESENTATIVE.

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, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain “inherent dangers and risks of skiing” as defined in the Colorado Ski Safety Act (the “Act”). Colorado law includes cliffs, jumps, freestyle and extreme terrain in the inherent risks of skiing. **NOTWITHSTANDING THE FOREGOING, ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE ACT.**

Participant accepts 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 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 without assistance. Undersigned assume the risks of riding the lifts and engaging in Activities accessible from the lifts and to safely utilize the difficult and extreme terrain and constructed features in Dark Territory Terrain Park. Furthermore, Adult on his/her own behalf, and on behalf of Minor if applicable, agrees to keep deliberate and conscious control over his/her body both on the ground and in the air while utilizing the features in Dark Territory Terrain Park. Undersigned are advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that Participant must 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 high elevation, wildlife encounters, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, unstable ice and snow, falling trees and limbs, rugged mountainous terrain, acts of other skiers and equipment malfunction. Participation in an Activity shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts.

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 Resort.

Helmet use is recommended while skiing/riding in Dark Territory Terrain Park for Participant’s own safety. However Undersigned understand that although Participant may be wearing a helmet, a helmet cannot guarantee Participant’s safety and 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. Undersigned agrees and understands that 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.**

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 THE USE OF OTHER TERRAIN PARKS OR OTHER TERRAIN PARK FEATURES AND CAN INCREASE THE RISK OF SERIOUS INJURY OR DEATH. 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.**

UNDERSIGNED UNDERSTAND AND AGREE THAT BECOMING INVERTED DURING AN AERIAL MANEUVER, WHETHER INTENTIONALLY OR ACCIDENTALLY, SUBSTANTIALLY INCREASES THE RISK OF SERIOUS INJURY OR DEATH AND UNDERSIGNED UNDERSTAND 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 and dangers associated with the Activities and the use of the facilities of Resort generally and, as a condition to Participant engaging in any Activities and agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, the Winter Park Village Company Master Association, Inc., Intrawest US Holdings, Inc., the United States, and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and Equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

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 has failed to follow posted rules or instructions from Resort staff. Participants may have their Dark Territory Terrain Park pass removed by Resort 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, on closed features 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 the 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 safely use the Dark Territory Terrain Park. Adult authorizes the Resort 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. Adult agrees that upon Participant's transport to a facility or hospital that the Resort and their personnel shall not have any further responsibility for Participant. Adult also consents to the Care given by an emergency caregiver 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 Resort to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Minor to pay all costs associated with such Care and transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

In consideration for participating in the Activities, Adult agrees for him/herself and Minor that **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY COLORADO LAW, without regard to conflicts of law principles**, and that **EXCLUSIVE JURISDICTION** shall be in the **District Court in Grand County, Colorado or in Federal Court for the District of Colorado. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

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 REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** 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 _____, 201____

Printed Name of Participant

Signature of Participant

Printed Name of Parent/Legal Guardian

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.winterparkresort.com.