

**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.**
2010 WINTER PARK FREESKIING OPEN EVENT PARTICIPANT

“Adult” means the undersigned adult participant taking part in the 2010 Winter Park Resort Winter Park Freeskiing Open (“Event”), being at least 18 years old, signing on behalf of himself/herself and, if applicable, the undersigned parent or legal guardian, signing on behalf of the minor named below (“Minor”) so that the minor will be permitted to participate in the Event. “Undersigned” means the Adult and Minor collectively. The person actually taking part in the Event is referred to herein as “Participant”. Undersigned agree and understand that skiing and 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 Winter Park Resort (“Resort”), or such other venue as may be utilized by the Resort is **HAZARDOUS** (all such activities associated with the Event and other recreational uses of the facilities or equipment of the Resort hereinafter the “Activities.”) **Undersigned understand that Participant will not be permitted to take part in any of the Activities 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 EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITIES DURING THE 2009-2010 SKI SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A 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”). **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.**

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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 rental or other equipment and Participant agrees to obey all signs and warnings posted at the Resort and to obey instructions from Resort staff. Adult agrees and understands that Minor will be using ski lifts without a ski instructor, Resort representative or other adult present. 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 the 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 must 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 high elevation, marked and unmarked obstacles, wildlife encounters, slick or walking uneven surfaces, surfaces covered with ice and snow, falling trees and limbs, unstable ice and snow, rugged mountainous terrain, dehydration, overexertion, acts of other skiers and equipment malfunction. Participation in the Activities shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts.

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Adult warrants that Participant is physically and mentally capable of safely competing in the Event and participating in the other Activities and is in good health. Undersigned warrant that he/she has not been advised otherwise by a medical practitioner and that the Participant is not currently taking any medications, drugs or other substances that will impair Participant's ability to exercise sound reasonable judgment, visually inspect venues and ability to compete. Undersigned understand that no medical insurance is provided during the Event or training and that having one's own medical insurance is strongly recommended.

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Adult represents and warrants that Participant has previously competed in similar competitions and is, or will become, familiar with the conditions of and visually inspect the course for the Event. Undersigned recognize, understand and agree that participation in such programs is more hazardous and dangerous than recreational skiing. Undersigned further agree that as a participant in the Event, 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. Participant will immediately advise Event personnel if an opportunity for inspection is not provided or of any unsafe condition that he/she observes and will refuse to participate in the Event until all unsafe conditions have been remedied. Undersigned freely **assume all risks 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 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. **UNDERSIGNED UNDERSTAND AND AGREE THAT FREESTYLE TERRAIN IS DESIGNED FOR EXPERIENCED RIDERS/SKIERS AND THAT USE OF THE FREESTYLE TERRAIN IS MORE HAZARDOUS AND DANGEROUS THAN ORDINARY RECREATIONAL SKIING AND, IN PARTICULAR, THAT BECOMING INVERTED DURING AN AERIAL OR INVERTED AERIAL MANEUVER SUBSTANTIALLY INCREASES THE RISK OF SERIOUS INJURY OR DEATH.** Participant may be involved in travel to and from the Event over snow or ice covered roads in inclement weather and Undersigned accept such risks. The Undersigned authorize Resort staff to tow Participant on the snow, on skis or a snowboard, behind a snowmobile and Undersigned understand that this is extremely HAZARDOUS. The Undersigned understand that there may be risks involved which are not known to Undersigned or the Resort, and may not be foreseen or reasonably foreseeable by any of them at this time or at the time of the Event. **RECOGNIZING AND ACCEPTING THE ABOVE RISKS AND RESPONSIBILITIES, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE EVENT.**

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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 similar services for compensation at Resort without express authorization of the Resort; 4) engages in misconduct or creates a nuisance; 5) violates “Your Responsibility Code”; or 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) skis 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 Resort, it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledge their affirmative duty to immediately notify the Resort if Participant’s ticket/pass is lost or stolen.

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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 the Activities 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, Intrawest US Holdings, Inc., the United States, Winter Park Recreational Association, the City and County of Denver and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Event managers, sponsors, broadcasters, officials, and course designers 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 Activity; (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.

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Adult for him/herself and, if applicable on behalf of Minor, gives permission for Resort, other broadcasters of the Event and their licensees (collectively, “Broadcasters”) 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) and future editions and telecasts of the Event. The Undersigned understand and agree that the Event and related activities may be televised throughout the world in all forms of media including but not limited to all forms of television, cable, videos, photos, and the Internet. Adult for him/herself and if applicable on behalf of Minor, waives any right that the Undersigned 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 and telecasts, and future editions and telecasts thereof. However, the foregoing does not grant i) 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 ii) 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. Adult for him/herself and if applicable on behalf of Minor, acknowledge and agree that any use of Participant's recognizable likeness, name and/or image which may appear in re-edited broadcast footage in the form of video or DVD will be without any further compensation to the Undersigned.

Initial After Reading _____

Participant will wear appropriate safety equipment, as established by industry standards and follow common safety practices, during all Activities including competitions at the Event, which include but are not limited to helmets and Adult for him/herself and, if applicable on behalf of Minor, agrees to **assume all risks** associated with Participant's failure to wear appropriate safety equipment or follow common safety practices. 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.

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Adult authorizes Resort and/or its 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 its 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 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.

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Participant will conduct him/her self in a professional manner and treat all competitors, colleagues, officials and spectators respectfully. Undersigned realize that if disciplinary action is taken against Participant, Participant may be suspended from the Event and future Events. Any disciplinary action is non appealable and at the sole discretion of the Resort or Event officials. Adult for him/herself and, if applicable on behalf of Minor, releases Indemnified Parties from any and all claims related to the removal and/or suspension of Participant from the Event.

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In consideration for accessing the facilities of the Resort, 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 **Grand County District Court or in Federal Court for the District of Colorado. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

Initial After Reading _____

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.

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This Agreement extends to all intentional acts and acts of negligence of the Undersigned and **is a legally binding contract** on behalf of Adult and, if applicable, Minor and will be construed as broadly as possible to provide a release and waiver to the maximum extent permissible under applicable law.

Initial After Reading _____

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

PARTICIPANT SIGNATURE

Print Name _____

Date of Birth: _____

Signature _____

Date ____/____/201____

PARENT/GUARDIAN SIGNATURE FOR MINORS (UNDER 18 YEARS OLD)

Minor's Name _____

Print Name of Parent/Legal Guardian of Minor Participant _____

Signature of Parent/Legal Guardian of Minor Participant _____

Date ____/____/201____

EMERGENCY NOTIFICATION INFORMATION

Person to be notified in case of emergency:

Name: _____

Telephone Number: (_____) _____ - _____

Relationship to 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, except that Event photographers will be given information sufficient to contact you if they have pictures of you taken during the Event. For more information, please go to www.skiwinterpark.com.