



**COPPER MOUNTAIN, STEAMBOAT AND WINTER PARK 2009-2010 WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT. READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

"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, tubing, Ski/Ride School participation and as applicable use of the Kids' Vacation Center at Steamboat Resort, use of rental equipment and/or any other uses of the area, facilities, activities, or equipment, (each hereinafter an "ACTIVITY") of Copper Mountain Resort, Steamboat Resort, and/or Winter Park Resort (collectively the "RESORTS") can be **HAZARDOUS**. UNDERSIGNED understand the following applies whenever PARTICIPANT uses the RESORTS' facilities or services. The UNDERSIGNED understand that PARTICIPANT will not be permitted to take part in an ACTIVITY unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment ("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 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 WRITING, SIGNED BY THE RESORTS' 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.**

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 the use of lifts and rental or other equipment and PARTICIPANT agrees to obey all signs and warnings posted at the RESORTS. 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 PARTICIPANT riding the lifts and engaging in activities accessible from the lifts. 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 understand that the use of the 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, rugged mountainous terrain, acts of other skiers and equipment malfunction. UNDERSIGNED understand that there are risks involved in decision-making and conduct of RESORTS' employees involved with an ACTIVITY, including, but not limited to, the risk that an instructor/guide may misjudge PARTICIPANT'S abilities, conditioning, or misjudge weather, terrain, snow conditions, route selection, location, or some aspect of PARTICIPANT'S mental, emotional or physical condition that may make a certain portion of any ACTIVITY appropriate or inappropriate for the PARTICIPANT.

UNDERSIGNED agree not to enter a "CLOSED" area and 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 before use all equipment offered for use by RESORTS including, but not limited to, rental ski, snowboard, boots, bindings or ice skating, tubing, exercise equipment or other equipment (the "Equipment") and ask questions of RESORTS' employees if PARTICIPANT does not fully understand how to use either the Equipment or RESORTS' facilities. UNDERSIGNED warrant that information provided to rental and ski/board school technicians and personnel will be accurate and complete. **ADULT understands that he/she may not be available or present when the MINOR'S Equipment is fitted and adjusted and hereby waives the opportunity to verify the binding settings and authorizes employees of the RESORTS, other than the technician performing the fitting and adjusting, to verify the binding settings.** 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 bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will release. In snowboarding, cross-country, telemark skiing, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during ordinary operation.** UNDERSIGNED accept for use "AS IS" any Equipment PARTICIPANT uses for an ACTIVITY and to return either before use or promptly after discovery for replacement or repair any Equipment believed by PARTICIPANT to be damaged or defective in any way. ADULT accepts full responsibility for the care of the Equipment used for an ACTIVITY and agrees that ADULT will be responsible for the replacement at full retail value of any Equipment damaged or not returned. UNDERSIGNED understand that additional fees may be required for use of the facilities, Equipment, ski instruction or other services provided by the RESORTS and that age and height restrictions may apply to limit participation in some ACTIVITIES and at some facilities.

**ADULT AGREES AND UNDERSTANDS THAT MINOR WILL BE USING SKI LIFTS WITHOUT A SKI INSTRUCTOR OR OTHER ADULT PRESENT AND THAT MINOR MAY ENTER AND USE FREESTYLE TERRAIN INCLUDING NATURAL AND MAN-MADE FEATURES. PARTICIPATION IN THE CHILDREN'S OR ADULT'S SKI/RIDE SCHOOL DOES NOT AND CANNOT ELIMINATE THE DANGERS AND RISKS OF SKIING OR USING SKI LIFTS.**

UNDERSIGNED understand and agree that the RESORTS may offer for use an electronic system (the "System") that aids in tracking the location of PARTICIPANT on the mountain. UNDERSIGNED consent to use of the System notwithstanding that there are limitations to the effectiveness and operation of the System and understand that the System is not guaranteed to always be capable of locating PARTICIPANT or otherwise functioning as intended.

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 RESORTS 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 Copper Mountain, Inc., Steamboat Ski & Resort Corporation, Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrawest US Holdings, Inc., the United States, The Village at Copper Association, Inc., Winter Park Village Company Master Association, Inc., 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 RESORTS shall have the right to confiscate 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 another person; 2) violates the law; 3) provides ski lessons, guided tours or related or similar services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such 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 RESORTS representative it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. UNDERSIGNED acknowledge the affirmative duty to immediately notify the issuer if PARTICIPANT'S ticket/pass is lost or stolen.

ADULT authorizes the RESORTS 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 RESORTS 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 RESORTS 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.

UNDERSIGNED give 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.

In consideration for accessing the facilities of one or more RESORTS, 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 residing where the alleged incident occurred 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 UNDERSIGNEDS' 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 \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
PRINT Name of PARTICIPANT

\_\_\_\_\_  
Signature of PARTICIPANT if 18 or older

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Participant date of birth

\_\_\_\_\_  
PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

\_\_\_\_\_  
Signature of PARENT or LEGAL GUARDIAN

**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](http://www.intrawest.com).**