**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. EVENT COACH/OFFICIAL 2009-2010**

As used herein Coach/Official includes anyone offering assistance to or participating in any team or event activities including equipment storage or transportation, equipment maintenance or adjustment, spotting, communications, course marking or maintenance, crowd control or any similar activities in connection with any event. "Adult" means the undersigned adult Coach/Official, being at least 18 years old, signing on behalf of himself/herself and, if applicable, 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 be on site as a Coach/Official for event activities. "Minor" means the minor participant named below. "Undersigned" means the Adult and Minor collectively. The person actually acting as a Coach/Official is referred to herein as "Participant". Undersigned agree and understand skiing, snowboarding, including skiing and snowboarding competitions, events, demonstrations and performances, and/or being on site as a Coach/Official for such activities and any other uses of the facilities, activities, or equipment of Copper Mountain, Steamboat and/or Winter Park Resort (collectively "Resorts"), or such other venue as may be utilized by the Resorts, (each hereinafter an "Activity") is **HAZARDOUS**. **The 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 AN ACTIVITY DURING THE 2009-2010 SKI SEASON AND PRE AND POST SEASON ACTIVITIES 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 RESORTS' AUTHORIZED REPRESENTATIVE. THE UNDERSIGNED UNDERSTAND THAT THE COACH/OFFICIAL IS NOT AN EMPLOYEE OF THE RESORTS REGARDLESS OF ANY NON-CASH REMUNERATION FOR TIME AND SERVICES WHICH HE/SHE MAY RECEIVE. THE UNDERSIGNED UNDERSTAND AND AGREE THAT COACH/OFFICIAL IS NOT COVERED BY RESORTS' WORKERS' COMPENSATION AND THE COACH/OFFICIAL IS ENCOURAGED TO HAVE HIS/HER OWN MEDICAL INSURANCE COVERAGE.**

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 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 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 Resorts Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts without assistance. Undersigned understand that carrying equipment on chairlifts can be dangerous. Participant agrees to carry only what he/she can safely handle, to not drop equipment from the chairlift and to check that he/she is not entangled with the chair or other people when loading and unloading. 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 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. Adult acknowledges on Adult's and Minor's behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in the Activities. 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 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.

Undersigned agree to inspect before use all equipment provided for use by Resorts, including, but not limited to, ski, snowboard, boots, bindings, race and competition equipment, materials and tools or other equipment ("Equipment") and ask questions of Resorts' employees if Participant does not fully understand how to use the Equipment or Resorts' facilities. Undersigned warrant that information provided to competition, 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 **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 race, event or rental equipment and agrees that Adult will be responsible for the replacement at full retail value of any equipment damaged by Participant 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.

As a participant in the Activities, Participant will be involved in racing, competition, performance or 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 Coach/Official, Participant will be exposed to skiers who may for various reasons lose control creating additional dangers to a Coach/Official and others who may be nearby. 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. 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 EVENT PROGRAM OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE RACING, COMPETITION, PERFORMANCE OR EVENT PROGRAM.**

**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 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.**

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 Resorts 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/ride lessons or similar services for compensation at Resorts without express authorization of Resorts; 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 or 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. Undersigned acknowledges their affirmative duty to immediately notify the Resorts if Participant's ticket/pass is lost or stolen. Re-issued passes may be subject to a replacement fee.

Adult warrants that the Participant is physically capable of safely participating in the Activities and is in good health. Adult authorizes 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.

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_____

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_____ ____/___/_____ _____

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.