J5 Festival – January 23 - 24, 2010
ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is assisting with, taking part in and/or competing in the 2010 J5 Festival at Sunlight Mountain Resort, shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the Participant's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that assisting with, preparing for or tearing down 2010 J5 Festival, taking part in 2010 J5 Festival, competing in 2010 J5 Festival, and/or any other uses of the ski area facilities, including use of the lifts, (hereinafter the "EVENT") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

THE UNDERSIGNED are advised that a person using any of the facilities of the ski area is considered a skier. THE UNDERSIGNED acknowledge and understand the following WARNING concerning the dangers and risks of skiing and understand that the PARTICIPANT, as a "skier" under Colorado law, ASSUMES THE FOLLOWING RISKS:
WARNING
Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

THE UNDERSIGNED further agree and understand that risks associated with the EVENT, in addition to those previously listed, include, but are not limited to: equipment malfunction; surface conditions; marked and unmarked obstacles; rugged mountainous terrain; slick or uneven riding and walking surfaces, surfaces covered with ice and snow; strenuous activity; high elevation; sharing ski area facilities and EVENT venues with people directly involved and/or not directly involved in the EVENT. PARTICIPANT understands and acknowledges he/she has been informed and understands all rules and regulations of participation in the EVENT. PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions on the use of the lifts. PARTICIPANT recognizes that he/she must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. PARTICIPANT understands that snowmobiles, snowmaking, snow-grooming and EVENT preparation equipment may be encountered at any time. PARTICIPANT recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the EVENT.

THE UNDERSIGNED agree with the premise that as a competitor in an event, PARTICIPANT is a competitor at all times, whether practicing for competition or in competition. PARTICIPANT understands that he/she has the opportunity to inspect the EVENT course prior to participating in the EVENT and that he/she assumes the risk of all course conditions, including but not limited to course construction or layout and obstacles. RECOGNIZING ALL THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.

In consideration of allowing the PARTICIPANT to participate in the EVENT, THE UNDERSIGNED hereby agree to ASSUME ALL RISKS associated with the PARTICIPANT's participation in the EVENT. Additionally, THE UNDERSIGNED agree to HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY, Sunlight Mountain Resort LLC and Triple Peaks LLC, its affiliated organizations and companies, the United States, and their insurance carriers, their respective agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") for ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the EVENT, including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY. By signing this release, THE UNDERSIGNED agree that they are releasing any right to make a claim or file a lawsuit against any Released Party. THE UNDERSIGNED AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the EVENT.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.

In consideration for allowing the PARTICIPANT to participate in the EVENT and for using the ski area facilities, THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT's participation in the EVENT shall be GOVERNED BY COLORADO

LAW and EXCLUSIVE JURISDICTION of any claim shall be in the DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.

In the case of a minor, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the EVENT.

By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.

THE UNDERSIGNED agree and understand that this release is applicable to each and every day PARTICIPANT participates in the EVENT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date
_____	_____	_____
Printed Name of GAURDIAN	Signature of GAURDIAN	Date