2010 FIS NOR AM CUP SPEED SERIES
PARTICIPATION WAIVER, RELEASE & INDEMNIFICATION

In consideration for my being permitted by Aspen Skiing Company, LLC ("ASC") to participate in the 2010 FIS NOR AM CUP Speed Series on February 21-March 1, 2010 at Aspen Mountain, Pitkin County, Colorado, (all collectively referred to as the "Event"), I agree to the following Participation Waiver, Release, and Indemnification:

I hereby acknowledge that ASC has advised me of my responsibilities as an Event Competitor, I agree to be held to the same responsibilities as a competitor, as outlined in the Colorado Ski Safety Act of 1979, Section 33-44-110, which reads as follows:

> Competition.
>
> (1) The ski area operator shall, prior to use of any portion of the area made available by the ski area operator, allow each competitor an opportunity to reasonably visually inspect the course, venue or area.
>
> (2) The competitor shall be held to assume the risk of all course venue or area conditions including, but not limited to, weather and snow conditions; obstacles, course or feature location, construction or layout, freestyle terrain configuration and conditions; and other courses, layouts, or configurations of the area to be used. No liability shall attach to a ski area operator for injury or death to any competitor caused by course, venue, or area conditions that a visual inspection should have revealed or by collisions with other competitors.

I further acknowledge that I have had an opportunity, prior to the beginning of the Event and any related training, practice or instruction, to visually inspect the courses in use during the Event, and the related facilities and adjacent areas. I UNDERSTAND THAT SKIING, RACING, TRAINING, AND PRACTICE FOR SKI RACING HAVE INHERENT DANGERS AND RISKS FOR ALL PARTICIPANTS. I HEREBY ACCEPT AND ASSUME THE RISK OF ALL COURSE CONDITIONS AS THEY EXIST AND AS THEY MAY CHANGE DURING THE COMPETITION, PRACTICE, AND TRAINING. I HEREBY KNOWINGLY AND INTENTIONALLY RELEASE THE ASPEN SKIING COMPANY, its owners, officers, agents and employees, from all claims, actions, suits, expenses, (including reasonable attorney's fees), liabilities, and ordinary NEGLIGENCE, arising directly or indirectly out of the Events or my use of the Aspen Mountain Ski Area, including without limitation, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, paralysis, death and property damage.

I understand that a helmet is required for this Event, that there are significant, unavoidable and inherent dangers and risks involved in any skiing competition, especially ski racing. I ACKNOWLEDGE THAT THESE DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION:

> (1) Risks arising from and associated with competition and jumping; (2) risks of fatigue and altitude resulting from a physically demanding course at high altitude; (3) risks arising from changing weather, temperatures, and snow conditions; (4) poor or changing visibility, and; (5) risks arising from non-release bindings used on snowboards.

I AM AWARE AND ACKNOWLEDGE THAT TRAINING AND PRACTICE FOR SKIING COMPETITIONS AND RACING HAVE INHERENT RISKS FOR ANY PARTICIPANT. I AM VOLUNTARILY PARTICIPATING IN SKI RACING, AND TRAINING AND PRACTICE THEREFORE, WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH THAT MAY RESULT.

I for myself, my heirs, successors, executors, and subrogors, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASPEN SKIING COMPANY, its owners, partners, officers, agents, employees, sponsors, and volunteers, from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees), including ordinary NEGLIGENCE, whether foreseen or unforeseen, arising directly or indirectly, out of any damage, loss, injury, paralysis, or death to me or my property as a result of my training and practice for and participation in the Event, my use of the Race Course, my use of snowboarding/skiing equipment and instruction by ASC, or my presence at Aspen Mountain Ski Area, whether such damage, loss, injury, paralysis or death results from the ordinary NEGLIGENCE of Aspen Skiing Company, its owners, officers, agents, employees, sponsors, volunteers, or some other cause. I intend that all terms of this Agreement be binding on my heirs and estate. I further intend that the terms of this Agreement shall be severable.

I warrant that I am in good health and there are no special problems associated with my care. I: 1) authorize a

licensed physician and/or other medical care provider to carry out any emergency medical care for me; 2) accept responsibility and agrees to indemnify the Released Parties for all such medical expenses; 3) hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from participation in the Event; 4) agree to defend and indemnify the Released Parties for any and all claims arising from treatment brought by me, my heirs, successors, executors and/or subrogors; 5) irrevocably grant the Released Parties the right of publicity to own and use any image(s) collected of me while participating in the Event, and these rights will in no terms be extended beyond the purpose of promoting the Event and related events, and will not imply endorsement of any products of the Event sponsors.

In consideration of allowing me to participate in the Event and of using the ski area facilities, **I AGREE THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court of the State of Colorado. This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. This Release contains the entire, integrated agreement and understanding between and among me and the Released Parties, and that no party is relying on any representation, statement or understanding except as set forth herein.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY AGREE TO AND SIGN THIS PARTICIPATION, WAIVER, AND RELEASE AGREEMENT.

Signature of Participant_____

Please print name _____ Date _____Age of Participant_____

Address of Participant
_____

IF THE PARTICIPANT NAMED ABOVE IS A MINOR, A PARENT OR ADULT LEGAL GUARDIAN MUST EXECUTE THE INDEMNIFICATION BELOW.

INDEMNIFICATION

In consideration for the above minor being permitted by the Aspen Skiing Company, LLC, to participate in the 2010 FIS NOR AM CUP Speed Series at the Aspen Mountain Ski Area, Pitkin County, Colorado, I agree to the following waiver, release and indemnification:

The undersigned parent or guardian of the above minor, for themselves and on behalf of said minor, hereby joins in and agrees to the provisions of the foregoing Waiver, and Release Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend the Aspen Skiing Company, LLC, its owners, agents, officers, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and ordinary NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the Event including, without limitation, his or her use of the ASC properties and facilities.

Signed on this date: _____

_____
Signature of Parent or Guardian

Phone number where you can be reached:

Please print name and address:

_____
Name

_____

_____
Address

_____