

Copper Mountain Resort

EVENT PARTICIPANT 2010-2011 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 participant taking part in any event (“Event”), being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent or legal guardian, being at least 18 years old, 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. “Participant” means the person actually taking part in Event. “Activity” means, collectively and individually, the Event and all related skiing and/or snowboarding activities, including without limitation, skiing and snowboarding competitions, races, events, demonstrations and performances, strength and endurance training and/or any other uses of the venues, facilities, activities, or equipment of Copper Mountain Resort (the “Resort”). **The Undersigned understand that Participant is not permitted to take part in any Activity 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 APPLIES FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2010-2011 SKI SEASON AND PRE AND POST SEASON TRAINING, 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.**

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 equipment and Undersigned agree that Participant will obey those signs and warnings located on the property or at any facility or premises of the Resort and to obey instructions from Resort’s 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. 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 should 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 all of the risks mentioned above, as well as high elevation, marked and unmarked obstacles, wildlife encounters, slick or 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. Participants under the age of 18 are required to wear a helmet when participating in an Event. Additionally, some Events may require all Participants to wear a helmet. 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 there are risks involved in decision-making and conduct of Resort’s employees involved with any Activity, including, but not limited to, the risk that an instructor, guide, or other personnel may misjudge Participant’s abilities or conditioning, or may 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 Participant.

As a participant in the Activity, Participant will be involved in racing, competition, performance, demonstration or special 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 a participant in a racing, competition, performance demonstration or special event program, Participant is a competitor at all times, whether warming up, practicing for competition or in competition. Participant agrees that, prior to any training, competition, event, or race, Participant shall always 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, without limitation, 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 in any Activity. 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 over snow or ice covered roads in inclement weather and Undersigned accept all risks involved with such travel. Participant may also be entering into and using freestyle terrain or other 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 does 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 ACTIVITY, OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE ACTIVITY.**

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 Activity and the use of the Resort's facilities generally and, as a condition to Participant engaging in any Activity, agrees to and does hereby (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 AGREE NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Powdr-Copper Mountain LLC, Powdr Corp., the United States and The Village at Copper 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 (collectively, the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; and (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 any investigation, demand, action, claim or suit brought by, on behalf of, against, or as a result of Undersigned.

Undersigned give Resort, its agents, contractors and employees, permission to take and use photographs, video recordings, or movies of Participant taken during any Activity for any purpose in promoting the Resort or related activities of the Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

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 related services for compensation without express authorization; 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, snowmobiles 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 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.

