

READ CAREFULLY BEFORE SIGNING

**WARNING, ASSUMPTION OF RISK, WAIVER OF RIGHTS, RELEASE OF LIABILITY, INDEMNITY AGREEMENT
AND CONSENT FOR MEDICAL TREATMENT (the "Agreement")**

WINTER FREQUENCY AND SEASON PASS

USE OF RESORT ACTIVITIES INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT

"Me", "Myself", and "I", means the adult, being at least 18 years old, who is accepting these terms and conditions on behalf of Myself and, if applicable as a result of my purchase of frequency or pass products for others, on behalf of a minor and/or other adult. "Minor" means the minor participant. The person actually taking part in the activity is referred to herein as "Participant". On behalf of Myself and all other Participants I agree as follows:

I understand and agree that skiing, snowboarding, tubing, Ski/Ride School participation, use of the Kids' Vacation Center or mountain coaster at Steamboat Ski Resort, use of rental equipment and/or any other uses of the area, facilities, activities, or equipment, (each hereinafter an "Activity" or collectively "Activities") of Copper Mountain Resort, Steamboat Ski & Resort, Winter Park Resort, and/or any other resort or facility that may be accessed by use of or in connection with a pass product purchased by or for Participant from any one or more of the above named Resorts (each a "Resort" and collectively the "Resorts") can be HAZARDOUS.

I understand and agree that this AGREEMENT WILL APPLY WHENEVER PARTICIPANT USES ANY OF THE RESORTS' FACILITIES OR SERVICES AND REMAIN IN EFFECT AND APPLY FOR EVERY DAY A PARTICIPANT ENGAGES IN ANY ACTIVITY WITHOUT REQUIRING ME OR PARTICIPANT TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, SEASON, OR YEAR, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Resort's authorized representative.

I understand and agree that by accepting this Agreement on behalf of any Participants other than Myself, I am representing and warranting that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from the other adult Participants to accept the terms and conditions of this Agreement on each of their behalf, and further understand that by doing so I am agreeing to be personally responsible for any claims brought by any other Participant, should they refuse to accept the terms and conditions hereof, as further set forth herein.

I am advised, understand and agree 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"). **IN ADDITION I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, I, FOR MYSELF AND, IF APPLICABLE, ON BEHALF OF PARTICIPANT, AM 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.**

I understand and agree that participating in the Activity is HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH. I understand and agree that the use of the ski area facilities involves risks including, but not limited to, high elevation, wildlife encounters, falling trees and limbs, marked and unmarked obstacles, deep snow conditions and tree wells, slick or uneven walking surfaces, surfaces covered with ice and snow, unstable ice and snow including but not limited to slides and avalanches, rugged mountainous terrain, acts of other skiers, collisions with snowmobiles, snowmaking and snow-grooming equipment, or other vehicles or equipment, and equipment malfunction. I understand and agree that there are risks involved in decision-making and conduct of Resorts' employees involved with an Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort personnel inside or outside of Resort boundaries, the risks associated with decisions made by Resort personnel to open and/or close terrain, and the risk that an instructor/guide/coach 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. I understand that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity. **RECOGNIZING AND ACCEPTING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY OR I VOLUNTARILY CHOOSE TO ALLOW MINOR TO TAKE PART IN THE ACTIVITIES.**

Participant accepts the responsibility of maintaining control at all times while skiing. I agree to read, to have Participant read and, if necessary explain to Minor, all posted signs and warnings including instructions on the use of lifts and rental or other equipment. Participant agrees to obey all signs and warnings posted at the Resorts. I understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts without assistance. I assume the risks of Participant riding the lifts and engaging in Activities accessible from the lifts. **I UNDERSTAND AND AGREE 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.**

I 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. I agree to inspect before use all equipment offered for use by Resorts including, but not limited to, rental skis or snowboard, boots, bindings, helmet, ski bike, ice skates, tubing or exercise equipment or any 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. I warrant that information provided to rental and ski/board school technicians and personnel will be accurate and complete. **I understand and agree that I may not be available or present when the Minor's Equipment is fitted and adjusted and hereby waive the opportunity to verify the helmet size and fit and binding settings and authorizes employees of the Resorts, other than the technician performing the fitting and adjustment, to verify the helmet size and fit and binding settings.** I understand and agree that, although I 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. **I understand and agree 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 and such bindings may not be designed to release as a result of forces generated during ordinary operation.** I 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. I accept full responsibility for the care of the Equipment used for an Activity and agrees that I will be responsible for the replacement at full retail value of any Equipment damaged or not returned. I understand and agree 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.

I 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. I 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, I, on my own behalf and, if applicable, on behalf of Minor and adult Participant(s) acknowledge the risks and dangers associated with the Activities and the use of the facilities of Resorts generally and agree to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant resulting from participation in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Powdr - Copper Mountain LLC, Powdr - Copper Participation LLC, Powdr Corp., Steamboat Ski & Resort Corporation, Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrawest Resorts Holdings, Inc., the United States, The Village at Copper Association, Inc., Winter Park Village Company Master Association, Inc., as well as any owner or operator of any other resort or facility that may be accessed by use of or in connection with a pass product purchased by or for Participant from any one or more of the above named Resorts, 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" collectively, the "Indemnified Party" individually) 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, of brought 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.

