

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING

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

WINTER PARK RESORT 2017 SUMMER SEASON PASS & ACTIVITY

The participant identified below being at least 18 years old has read and signed this Agreement, or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian, has read this agreement and has signed it on behalf of him/herself and the Minor. The adult participant or the Minor's parent or legal guardian, will be referred to herein as "Adult," and Adult and Minor are collectively referred to as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the Activities at Winter Park Resort, Steamboat Ski & 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 "Resort"). "Activities" refers to any and all use of the Resort facilities (including indoor facilities) for any purpose, and includes but is not limited to everything described in this Agreement (collectively "Activities", individually an "Activity"). **Undersigned understand and agree that Participant will not be permitted to take part in an Activity unless this Agreement is fully executed.**

Undersigned acknowledges, understands, and agrees that by signing this Agreement Undersigned is assuming risks, waving rights, and releasing claims, and that this Agreement will remain in effect and apply for every day Participant engages in any Activity without requiring a new Agreement to be signed for each day, season, or year, until a new release of liability and waiver of legal rights is executed or this Agreement is revoked in writing and that writing is accepted in writing, signed by the Resort's authorized representative.

Undersigned understand and agree that all Activities at the Resort and especially those conducted in a high alpine environment, involve certain dangers and risks that can lead to serious injury and even death. Such dangers and risks include, without limitation, reduced oxygen in the air, rapidly changing weather conditions, exposure to the sun, rain, snow, hail and lightning, falling limbs and trees, being hit by a drone, wildlife encounters, steep slopes, uneven terrain, loose rocks and gravel, slippery conditions, trips and falls, collisions with vehicles, and risks involved with rescue operations and/or medical care conducted by Resort personnel. If the Activity involves riding a lift, prior to such use, Participant must have the knowledge and ability to load, ride and unload safely. **Adult understands and agrees that Minor may be riding the lift not accompanied by an adult and hereby give permission for the Minor to do so. Adult agrees that that he/she will and will instruct and direct Minor to abide by the rules and regulations of the Resort and to follow instruction and direction from Resort staff.** Undersigned further understand and agree that certain of the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, in addition to those stated herein above and some of those risks are described below. **Undersigned nonetheless understand and agree that Undersigned is accepting all of the risks involved in all Activities available at the Resort and not just the Activities and risks described both above and below.**

ACTIVITIES	These Activities are HAZARDOUS and have the potential for severe injury, permanent disability, or death.
CHAIR LIFT RIDING	Riding a chair lift has additional risks including but not limited to falling, being thrown from the lift, failure of equipment, improper use of equipment, failure by an employee to properly operate equipment or instruct on its use, slipping, tripping, and being hit by the chairlift.
HIKING & GEOCACHE	Hiking and geocaching have additional risks including but not limited to exposure to the elements, hypothermia, overexertion, dehydration, the possibility of becoming lost or disoriented, uneven and unstable footing, the possible occurrence of landslides and flash flooding, skin irritations and illness due to contact with plants, dangers caused by other persons engaged in similar activities, misuse or careless use of equipment, and equipment failure.
CLIMBING WALL	The climbing wall has additional risks including but not limited to falling, failure of equipment, rope, or cable, improper use of equipment, failure to listen to instructions, loose holds, and failure by an employee to properly operate the equipment and/or rope or cable failure, improper use of equipment, failure to listen to instructions, loose holds, slipping and falling.
BUNGEE & GYROXTREME	Bungee, trampoline jumping and GyroXtreme have additional risks including but not limited to failure of equipment, improper use of equipment, failure to listen to instructions, slipping and falling or becoming tangled in a bungee while jumping failure by an employee to properly operate the equipment.
ALPINE SLIDE	Alpine Slide has additional risks including but not limited to failure to properly control rider's speed, misuse of equipment, mechanical failure, failure of an employee to properly instruct rider or operate the equipment, and collisions with other riders or wildlife. <u>The Alpine Sled is an operator-controlled device. It is the rider's obligation to maintain control at all times while riding the Alpine Slide.</u> Skin contact with the track can cause severe, painful and permanently scarring burns.
PUTTING COURSE, DISK GOLF & MAZE	The Maze, Putting Course, and Disk Golf have additional risks including but not limited to use of equipment and its potential for unexpected failure or misuse, flying disks and golf balls, and golf clubs being swung by other Participants.
BOUNCY SNOWCAT	The Bouncy Snowcat has additional risks including but not limited to falling, being thrown from the equipment, failure of equipment or improper use of equipment, slipping, and being hit by other participants engaged in the Activity and the equipment.
MOUNTAIN BIKING	Mountain Biking has additional risks including but not limited to, steep, uneven and varying slopes and terrain, rocks of various sizes, trees, roots, tree stumps, downed timber, cliffs, rock drops, holes and potholes, depressions, streams and creeks, wet and/or slippery trail and feature conditions, dirt features and other constructed features such as bridges, ramps, ladders, bumps, berms, jumps, gaps, drops, wall rides and elevated stunts, collisions with vehicles, riders, pedestrians,

objects and heavy equipment, and mechanical or other failure of rental or personal equipment. Undersigned understand that there are risks involved in decision-making and conduct of the Resort's employees involved with the Activity, including, but not limited to, the risk that an instructor/guide may misjudge weather, trail conditions, route/terrain selection, or some aspect of Participant's ability, mental or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Participant. **Participant agrees to wear a helmet** and appropriate safety equipment at all times, to regularly inspect his/her bike and equipment, and to follow the Biker's Responsibility Code.

Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities and that death may result. Nonetheless and with full knowledge and understanding of the above risks and dangers involved in the various Activities, Undersigned voluntarily elects to participate, or voluntarily allow Minor to participate in the Activities. **UNDERSIGNED REPRESENT THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO PARTICIPATE IN THE ACTIVITIES AND WILL AT ALL TIMES PARTICIPATE WITHIN HIS/HER ABILITY.**

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 the Resort generally and, as a condition to Participant engaging in the Activities, agrees 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, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS against Intrawest/Winter Park Operations Corporation, Intrawest Resorts Holdings, Inc., The City and County of Denver, Winter Park Recreational Association, Winter Park Village Company Master Association, Inc., the United States, each of their insurance carriers, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents, and any Activity sponsor, equipment manufacturer and distributor (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in the 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 costs, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

Adult authorizes the Resort and/or its 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 also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resort 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.

Undersigned gives the Resort permission to take and use photographs and video of Participant taken during an Activity and use and sublicense such material for any purpose in promoting the Resort or related activities of the Resort in print, brochures, advertisements, films, and on broadcast presentations of any sort.

Adult agrees for him/herself and Minor, if applicable, **AND WAIVES ANY OBJECTION**, 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 in Grand County or in Federal Court for the District of Colorado.

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. MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY UNLESS THIS AGREEMENT IS SIGNED.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 2017

PRINT Name of Adult Participant and/or as Parent/Legal Guardian for Minor Participant(s)

Signature of Adult Participant and/or as Parent/Legal Guardian for Minor Participant(s)

Adult's phone (____) _____

Adult's Date of Birth ____/____/____

Minor Participant(s) (If Any):

	Print Name of Minor Participant	Minor Date of Birth		Print Name of Minor Participant	Minor Date of Birth
1			3		
2			4		