

COPPER MOUNTAIN RACE TRAINING PARTICIPANT 2006-2007
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT
PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

"ADULT" means the undersigned adult Copper Mountain Race Training participant, being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of the minor named below so that the minor will be permitted to engage in Race Training activities. "MINOR" means the minor participant named below. "Undersigned" means the ADULT and MINOR collectively. The person actually taking part in the Race Training activities is referred to herein as "Participant". Undersigned agrees and understands that skiing, snowboarding, strength and endurance training and/or any other uses of the facilities, activities, or equipment of Copper Mountain Resort ("Resort"), or such other venue as may be utilized by the Resort, (each hereinafter an "ACTIVITY") can be **HAZARDOUS**.

UNDERSIGNED AGREES THAT THIS FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN AN ACTIVITY DURING THE 2006-2007 SKI SEASON AND PRE AND POST SEASON TRAINING WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE RESORT'S AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS RELEASE ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.

Undersigned is advised and understands that under Colorado law a person who is sliding or jumping on snow or ice using skis, a snowboard, sled, toboggan, tube or snowbike or any other device or using any of the facilities of a ski area is considered a "skier" and may hereafter be referred to as a skier. Hereafter "skiing" means any on snow or ice sliding or jumping activity. Participant assumes 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 Participant agrees to obey those signs and warnings located on the property or at any facility or premise of the Resorts and to obey instructions from Resorts staff. ADULT agrees and understands that MINOR will be using ski lifts without a ski instructor, Resort representative or other adult present. Undersigned understands that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Undersigned is advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that Participant should be alert for and avoid such equipment. Undersigned understands 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 agrees to inspect all equipment before use and ask questions of Resort's employees if Undersigned does not fully understand how to use the equipment. Undersigned understands that the use of ski area facilities involves risks including but not limited to all of the risks mentioned above, high elevation, marked and unmarked obstacles, slick or uneven surfaces, surfaces covered with ice and snow and rugged mountainous terrain.

As a participant in the ACTIVITY, Participant will be involved in racing and performance programs. Undersigned recognizes, understands and agrees that participation in such programs is more hazardous and dangerous than recreational skiing. The Undersigned further agrees that as a participant in a racing or performance program, Participant is a competitor at all times, whether practicing for competition or in competition. Undersigned will always be provided an opportunity to conduct a reasonable inspection of the training or race course and make his/her own decision whether to participate, given the conditions at the time. Undersigned understands, agrees and represents that Undersigned will always engage in reasonable inspection and decision-making pertaining to participation. Undersigned freely **assumes 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 events over snow or ice covered roads in inclement weather and accepts such risks. Participant may also be entering into and using freestyle terrain that contains jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. Participation in the ACTIVITY shall 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 RACING OR PERFORMANCE PROGRAM OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE RACING OR PERFORMANCE PROGRAM.**

PARTICIPANT must be fifteen (15) years of age to use the weight room or exercise room of the athletic club at Copper Mountain Resort. PARTICIPANT accepts for use "AS IS" any equipment PARTICIPANT uses for an ACTIVITY and to return for replacement or repair any equipment believed by PARTICIPANT to be damaged or defective before use. The UNDERSIGNED accepts full responsibility for the care of the equipment used for an ACTIVITY including rental ski and snowboarding equipment and agrees that UNDERSIGNED will be responsible for the replacement at full retail value of any equipment not returned or returned in a damaged condition.

ADULT acknowledges on ADULT's and MINOR's behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in an ACTIVITY. ADULT on ADULT's and MINOR's behalf hereby **ASSUMES ALL RISKS** associated with the ADULT's or MINOR's participation in an ACTIVITY known or unknown, inherent or otherwise, including but not limited to, **injury and/or death** to the ADULT or MINOR, and on ADULT's and MINOR's behalf **HEREBY RELEASES** Copper Mountain Inc., Intrawest Corporation, Intrawest Corporation, the United States, operators of other venues where events, Activities or training may be held, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, agents, shareholders, volunteers, race officials, course designers, as well as any equipment manufacturers and distributors (hereinafter the "Released Parties") from **ANY AND ALL LIABILITY** and/or claims that the undersigned ADULT may be entitled to bring on his/her own behalf or that might be brought on behalf of MINOR that arise from the ADULT's or MINOR's use of equipment and/or participation in an

ACTIVITY, which includes travel to and from events or Activities away from the Resort, including claims based on **NEGLIGENCE OR BREACH OF WARRANTY**. ADULT **AGREES** on behalf of him/herself and MINOR **TO INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims, including those of the ADULT or MINOR or a third party and not to sue, make claims or file any actions against any of the Released Parties, arising in whole or in part from the ADULT's or the MINOR's participation in an ACTIVITY. ADULT agrees to pay all costs including attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of ADULT and/or MINOR.

Undersigned gives Resort permission to take and use photographs, video recordings, or movies of Participant taken during an 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) –when skiing Participant must avoid other skiers, trail groomers, maintenance vehicles 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 ski area operator of if it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledges their affirmative duty to immediately notify the ski area operator if Participant's ticket/pass is lost or stolen.

ADULT warrants that the Participant is in good health and there are no special problems with the care of Participant and that the ADULT has left no special instructions regarding the care for the Participant that have not been provided to the RELEASED PARTIES in writing. Undersigned authorizes the RELEASED PARTIES and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agrees that upon Participant's transport to any such medical facility or hospital that the RELEASED PARTIES shall not have any further responsibility for Participant. Further, Undersigned agrees to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the RELEASED PARTIES from any costs incurred therein.

In consideration for participating in an ACTIVITY, Undersigned agrees that **ALL** claims for injury, property damage and/or death arising from the ADULT's and/or MINOR's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** without reference to any choice of law rules and **EXCLUSIVE JURISDICTION** shall be in the **District Court for Summit County, Colorado or in Federal Court for the District 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. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of MINOR and that MINOR shall be bound by all the terms of this Release. The Undersigned understands and agrees that if this Release is not signed on behalf of MINOR, the MINOR would not be permitted to participate in the Activity. This Release shall be binding upon Undersigned's assignees, subrogers, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Name of Participant Birth Date Signature of Participant Date

Print Name of Parent/Legal Guardian of Minor Signature of Parent/Legal Guardian of Minor Date