ASPEN/SNOWMASS FREESKIING OPEN
PARTICIPATION WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In consideration for being permitted by Aspen Skiing Company, LLC ("ASC") to participate in the, 2013 Aspen/Snowmass Freeskiing Open to be held February 19 through February 24, 2013 at Buttermilk Ski Area, Pitkin County, Colorado, (the "Event"), I, _____ agree to the following Waiver, Release & Indemnification Agreement (hereinafter the "Agreement"):

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 set forth in the Colorado Ski Safety Act of 1979, Section 33-44-110, as amended, which states:

> 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 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, the related facilities and adjacent areas. I HEREBY ACCEPT AND ASSUME THE RISK OF ALL COURSE CONDITIONS AS THEY EXIST AND AS THEY MAY CHANGE DURING THE EVENT AND ANY RELATED TRAINING OR PRACTICE. I also understand and acknowledge that a helmet is required for the Event.

I further understand and acknowledge that there are significant, unavoidable and inherent dangers and risks involved in any skiing and snowboarding competition. I ACKNOWLEDGE THAT THESE UNAVOIDABLE AND INHERENT DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION:

> (1) Risks of bodily injury, including paralysis and death, arising from and associated with snowboard and ski jumping and any related training and practice; (2) risks of fatigue and altitude resulting from a physically demanding race course at high altitude; (3) risks arising from changing weather, temperatures, and snow conditions; and (4) poor or changing visibility.

I AM AWARE AND ACKNOWLEDGE THAT MY TRAINING, PRACTICE, AND PARTICIPATION IN THE EVENT IS VOLUNTARY AND WITH FULL KNOWLEDGE OF THE UNAVOIDABLE AND INHERENT DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, INCLUDING PARALYSIS OR DEATH, THAT MAY RESULT.

I for myself, my heirs, successors, executors, and subrogors, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ASC, its owners, partners, officers, agents, employees, sponsors, and volunteers (hereinafter collectively referred to as "Released Parties"), from and against any and all actions, liabilities, suits, expenses (including reasonable attorney's fees), or claims of any kind, including those arising from any actual or alleged **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. practice for, and/or participation in the Event, my use of the Event course, my use of any snowboarding or skiing equipment and/or instruction provided by ASC, or my presence at the Buttermilk Ski Area, whether such damage, loss, injury, paralysis or death results from the **ordinary NEGLIGENCE** of ASC, 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 agree 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 Pitkin County District Court or in Federal District Court for the State of Colorado. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be void or unenforceable as a matter of law, all other provisions shall be remain in full force and effect. 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 2012 Aspen/Snowmass Open (the "Event") on any or all of the following dates of February 23 through February 26, 2012 at the Buttermilk Ski Area, Pitkin County, Colorado, I, _____, agree to the following waiver, release and indemnification:
(print name here)

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, Release & Indemnity Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend the Aspen Skiing Company, LLC, its owners, agents, officers, employees, volunteers, and sponsors from and against any actions, demands, expenses, liabilities (including reasonable attorneys' fees), including claims arising from any actual or alleged **ordinary NEGLIGENCE,** 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

_____