2012 POWER OF FOUR MOUNTAIN BIKE RACE PARTICIPATION WAIVER, RELEASE & INDEMNIFICATION

| In consideration for being permitted by Aspen Skiing Company, LLC ("ASC") to participate as an Event Co | mpetitor in the |
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| "Power of Four Mountain Bike Race" on August 25, 2012 at the Snowmass, Buttermilk, Aspen Highlands and A | spen Mountair |
| Ski Areas and areas located on property owned, operated and/or controlled by the United States Forest Service, | Pitkin County |
| Town of Snowmass Village, the Maroon Creek Club Master Association and any and all homeowners associati | ons and private |
| landowners over whose property the race course crosses, all of which is located in Pitkin County, Colorado, (I | ereinafter "the |
| Event"), I(hereinafter "Participant") agree to the following Participation Waiver, | Release, and |
| Indemnification: (print name here) | |

Participant hereby acknowledges that ASC has advised him/her of his/her responsibilities as an Event Competitor and when participating in the Event, Participant agrees to be held to those responsibilities which include:

- (1) Conducting a visual inspection of the course, venue or area.
- (2) Assuming the risk of all course venue or area conditions including, but not limited to, weather; obstacles, course or feature location, construction or layout, conditions; and other courses, layouts, or configurations of the area to be used. Participant agrees that no liability shall attach to ASC 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.

Participant further acknowledges that he/she has had an opportunity, prior to the beginning of the Event and any related training, practice or instruction, to visually inspect the race course, other courses in use during the Event, and the related facilities and adjacent areas. PARTICIPANT UNDERSTANDS THAT PARTICIPATING IN, TRAINING, AND PRACTICE FOR MOUNTAIN BIKING COMPETITIONS HAVE INHERENT DANGERS AND RISKS FOR ALL PARTICIPANTS. PARTICIPANT HEREBY ACCEPTS AND ASSUMES THE RISK OF ALL COURSE CONDITIONS AS THEY EXIST AND AS THEY MAY CHANGE DURING THE EVENT AND ANY RELATED PRACTICE, AND TRAINING. PARTICIPANT HEREBY KNOWINGLY AND INTENTIONALLY RELEASES ASC, its owners, officers, agents, employees, volunteers, sponsors, and insurers from and all claims, actions, suits, expenses, (including reasonable attorney's fees), liabilities, and **ordinary NEGLIGENCE**, arising directly or indirectly out of the Event, Participant's use of the race course, Participant's presence at the Snowmass, Buttermilk, Aspen Highlands and Aspen Mountain Ski Areas, or those portions of the race course located on property owned, operated and/or controlled by the United States Forest Service, Pitkin County, the Town of Snowmass Village, CO the Maroon Creek Club Master Association and/or any and all homeowners associations and private landowners over whose property the race course crosses and/or any equipment or instruction provided to Participant by ASC in connection therewith, including without limitation, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, paralysis, death and property damage.

Participant agrees and understands that there are risks associated with strenuous physical and mental exertion and participating in the Event and that **INJURIES AND/OR DEATH** may result from engaging in the Event. Participant agrees and understands that risks include, but are not limited to: falls, equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, varying slopes, uneven and/or slippery trial conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, collisions with other bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightening or other adverse weather, limited access to medical attention, inadequacy of medical attention, the physical condition of Participant, strenuous activity, dehydration, and high elevation, high altitude, and becoming lost or separated from the Event course.

Participant understands and agrees that helmets are required while participating in the Event. Participant understands and agrees that a helmet IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the Event and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. Participant also understands that the helmet does not guard against injury to the neck, spine or any other part of his/her body, and that these limitations are INHERENT RISKS of the EVENT.

PARTICIPANT IS AWARE AND ACKNOWLEDGES THAT TRAINING, PRACTICE AND PARTICIPATION IN THE EVENT HAVE INHERENT RISKS FOR ANY PARTICIPANT. THE PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE EVENT, AND ALL RELATED TRAINING AND PRACTICE THEREFORE, WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND THE PARTICIPANT HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DEATH, AND/OR PROPERTY DAMAGE THAT MAY RESULT.

Participant, for him/herself, his/her heirs, successors, executors, and subrogors, HEREBY KNOWINGLY AND INTENTIONALLY AGREES TO WAIVE AND RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ASC, the United States Forest Service, Pitkin County, CO, Town of Snowmass Village, Maroon Creek Club Master Association, any and all homeowners associations and private landowners over whose property the race course crosses their respective owners, partners, officers, agents, employees, sponsors, volunteers, and insurance carriers (hereinafter "the Released Parties") from and

against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees), including ordinary **NEGLIGENCE**, whether foreseen or unforeseen, arising directly or indirectly, out of any damage, loss, injury, paralysis, or death to Participant or Participant's property as a result of Participant's training and practice for and/or participation in the Event, Participant's use of the race course, Participant's use of any biking equipment and instruction provided by ASC, and/or Participant's presence at the Released Parties' property, whether such damage, loss, injury, paralysis or death results from the ordinary **NEGLIGENCE** of the Released Parties. Participant intends that all terms of this Agreement be binding on Participant's heirs and estate. Participant further intends that the terms of this Agreement shall be severable.

Participant warrants that he/she is in good health and there are no special problems associated with his/her care. Participant: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) accepts responsibility and agrees to indemnify the Released Parties for all such medical expenses; 3) holds a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from participation in the Event; 4) agrees to defend and indemnify the Released Parties for any and all claims arising from treatment brought by Participant, Participant's heirs, successors, executors and/or subrogors; 5) irrevocably grant the ASC the right of publicity to own and use any image(s) collected of Participant 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 Participant to participate in the Event and of using the ski area facilities, **PARTICIPANT AGREES 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 the District Court of Pitkin County, Colorado or in Federal Court of the State 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. This Release contains the entire, integrated agreement and understanding between and among Participant 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 "Power of Four Mountain Bike Race" at the Snowmass Buttermilk, Aspen Highlands and Aspen Mountain Ski Areas and areas located on Forest Service and on other public and private land located in Pitkin Colorado, I agree to the following waiver, release and indemnification:

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, and Release Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend the Aspen Skiing Company, LLC, the United States Forest Service, Pitkin County, CO, Town of Snowmass Village, the Maroon Creek Club Master Association and any and all homeowners associations and private landowners over whose property the race course crosses, their respective owners, agents, officers, employees, volunteers, and insurers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and ordinary **NEGLIGENCE** made or 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 any property and/or facilities owned, operated, and/or controlled by ASC, the United States Forest Service, Pitkin County, CO, the Town of Snowmass Village, the Maroon Creek Club Master Association and any and all homeowners associations and private landowners over whose property the race course crosses

| Signed on this date: | Please print name and address: |
|---------------------------------|--------------------------------|
| Signature of Parent or Guardian | Name |
| Phone | Address |