

**2026 AUDI POWER OF FOUR SKI MOUNTAINEERING RACE  
WAIVER, RELEASE & INDEMNIFICATION AGREEMENT**

**Name of Participant:** \_\_\_\_\_

In consideration for my being permitted by Aspen Skiing Company, LLC (“ASC”), the United States Forest Service, Pitkin County, Colorado, and any and all homeowners associations and private landowners over whose property the race course crosses to participate in the 2026 Audi Power of Four Ski Mountaineering Race and related activities to be held February 21, 2026 at a race course that runs over the Aspen Snowmass Ski Area, Highlands Ski Area, Buttermilk Ski Area, Aspen Mountain Ski Area (collectively, the “Ski Area”), and various out of bounds areas, all of which are in Pitkin County, Colorado (hereinafter referred to as the “Event”), I agree to the following Waiver, Release, and Indemnification Agreement:

I hereby acknowledge that ASC has advised me of my responsibilities as an Event Competitor, and I agree to be held to the same responsibilities as a Competitor as defined in the Colorado Ski Safety Act of 1979, C.R.S. § 33-44-101, *et. seq.* (“Ski Safety Act”) as amended when I am on the course within ASC’s permitted ski areas. In relevant part, the Ski Safety Act provides:

Competition and freestyle terrain.

- (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.

C.R.S. § 33-44-110.

I acknowledge and agree that I have been fully briefed and understand that the race course will take me out of ASC’s Ski Area boundaries and onto public and private land. I have been supplied with and understand the course materials which describe the course route. I further acknowledge and have taken the opportunity provided by ASC, prior to the beginning of the competition, including training and practice, to visually inspect the course facilities and areas of the competition within ASC’s Ski Area boundaries. ***I further agree and acknowledge that ASC has no obligation and is under no duty to provide me with an opportunity to visually inspect the course outside of ASC’s ski area boundaries.*** I further understand and acknowledge that, outside of ASC’s Ski Area boundaries, conditions and objects exist which are not marked or otherwise modified in any way, in a manner that such conditions or objects might have been marked or modified had they been within ASC’s Ski area boundaries. **I HEREBY ACCEPT AND ASSUME THE RISK OF ALL COURSE CONDITIONS FOR ALL RACING, TRAINING, AND PRACTICE FOR THE EVENT INCLUDING, BUT NOT LIMITED TO, THE COURSE LAYOUTS, COURSE FACILITIES AND AREAS, AND THE COURSE CONDITIONS AS THEY EXIST AND AS THEY MIGHT CHANGE DURING THE COMPETITION, BOTH WITHIN AND OUTSIDE ASC’S SKI AREA BOUNDARIES.**

**I UNDERSTAND THAT PARTICIPATING IN SKI MOUNTAINEERING RACE COMPETITIONS HAVE INHERENT, SIGNIFICANT, AND UNAVOIDABLE DANGERS AND RISKS FOR ALL PARTICIPANTS. I HEREBY ACCEPT AND ASSUME THE RISK OF ALL COURSE CONDITIONS AS THEY EXIST AND AS THEY MAY CHANGE DURING ANY PRACTICE, TRAINING, AND**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

**COMPETITION. I ACKNOWLEDGE THAT THESE DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION:**

- (1) risks of fatigue , altitude sickness, and other ailments resulting from a physically demanding activity on a demanding course at high altitude;
- (2) risks arising from and associated with backcountry and ski mountaineering racing competitions;
- (3) risks specific to terrain outside the ski area boundaries, such as (by way of illustration) unmarked objects, obstacles, and conditions (including surface and subsurface conditions), avalanche and other surface movement, changes in terrain and snow conditions caused by other persons, cliffs and extremely steep areas, and the presence of vehicles and non-participants;
- (4) risks arising from darkness, unusual light conditions, changing weather, changing temperatures, and changing snow conditions; and
- (5) such other risks and dangers that are integral to the sport of skiing and backcountry and ski mountaineering racing.

**I AM AWARE AND ACKNOWLEDGE THAT TRAINING AND PRACTICE FOR SKI RACING COMPETITIONS HAVE INHERENT RISKS FOR ANY PARTICIPANT. I AM VOLUNTARILY PARTICIPATING IN THE EVENT AND ANY RELATED TRAINING AND PRACTICE, WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH THAT MAY RESULT.**

**I HEREBY KNOWINGLY AND INTENTIONALLY RELEASE ASC, THE UNITED STATES FOREST SERVICE, PITKIN COUNTY, COLORADO, AND ANY AND ALL HOMEOWNERS ASSOCIATIONS AND PRIVATE LANDOWNERS OVER WHOSE PROPERTY THE RACE COURSE CROSSES, and their owners, officers, agents, employees, and volunteers (hereinafter, the "Released Parties") from all claims, actions, suits, expenses, (including reasonable attorneys' fees), liabilities, and ordinary NEGLIGENCE, arising directly or indirectly out of the Event, my presence at the Ski Areas, my presence on the race course, and/or any equipment, instruction, or direction provided to me by ASC in connection therewith, including without limitation, any and all known and unknown, foreseen and unforeseen, bodily injuries, paralysis, death and property damage to the fullest extent allowable by law.**

I for myself, my heirs, successors, executors, and subrogors, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** 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 me or my property as a result of my training and practice for and participation in the Event, my use of the courses, my use of skiing equipment provided by ASC, my reliance on direction or instruction provided by ASC, or my presence at the Ski Areas or otherwise on the race course, whether such damage, loss, injury, paralysis or death results from the ordinary NEGLIGENCE of the Released Parties, or some other cause, to the fullest extent allowable by law. 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 agree and acknowledge that a snow sports helmet, fully functional avalanche beacon, probe, shovel and wind shell are required for the Event. I warrant that I am in good health and there are no special problems associated with my care. I:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

(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.

**I FURTHER 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 the District Court for Pitkin County Colorado or in the United States District Court Federal Court for the District of Colorado where the alleged incident occurred. 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 me and the Released Parties, and 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: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

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.

**MINOR'S INDEMNIFICATION**

**In consideration for the above minor being permitted by Aspen Skiing Company, LLC ("ASC"), to participate as a competitor in the 2025 Audi Power of Four Ski Mountaineering Race, I agree to the following waiver, release and indemnification:**

The undersigned *hereby represents under the penalty of fraud that he/she is the parent or legal guardian of the minor listed above* and for themselves and on behalf of said minor, hereby joins in and agrees to the provisions of the foregoing Waiver, Release, and Indemnity Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend the Released Parties and their respective owners, partners, officers, agents,

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

employees, sponsors, representatives, members, and volunteers 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 ASC properties and facilities and the Event course and related sites, to the fullest extent allowable by law.

Signature of Parent or Guardian: \_\_\_\_\_

Please print name and address of Parent or Guardian: \_\_\_\_\_

Phone Number where you can be reached: \_\_\_\_\_

Date: \_\_\_\_\_