

**AUDI POWER OF FOUR SKI MOUNTAINEERING RACE 2024  
COMPETITOR WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration for being permitted by Aspen Skiing Company, LLC, ("ASC"), the United States Forest Service, Pitkin County, Colorado, any and all homeowners associations and private landowners over whose property the race course crosses (hereinafter collectively referred to as the "RELEASED PARTIES") to participate in the Audi Power of Four Ski Mountaineering Race and related activities, at the Aspen Snowmass Ski Area, all of which are in Pitkin County Colorado, on Saturday, February 10th (hereinafter collectively referred to as the "Event"), I, \_\_\_\_\_, agree to the following Waiver, Release and Indemnification:

*Print Name Here*

I hereby acknowledge that I have been advised of my responsibilities as an Event participant, and when I am on the course within ASC's permitted areas, agree to be held by the same responsibilities of a competitor, as set forth in the Colorado Ski Safety Act of 1979, Section 33-44-110, as amended, which states:

- (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, 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 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 AND 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 there are significant, unavoidable, and inherent dangers and risks involved in skiing generally, and in any ski racing competition in particular. I ACKNOWLEDGE THAT THESE DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION:

- (1) risks arising from and associated with backcountry and ski mountaineering racing competitions; (2) 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; (2) risks of fatigue, altitude sickness, and other ailments resulting from a physically demanding activity on a demanding course; (3) risks arising from darkness, unusual light conditions, changing weather, changing temperatures, and changing snow conditions; and (4) 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 DANGERS AND RISKS FOR ANY COMPETITOR. I AM VOLUNTARILY PARTICIPATING IN THIS RACING AND COMPETITION EVENT, AND TRAINING AND PRACTICE THEREFOR, 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.

