

**AUDI POWER OF FOUR SKI MOUNTAINEERING RACE 2023
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 Four Mountain ski area, all of which are in Pitkin County Colorado, on Saturday, March 5th (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.

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:
1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for me; 2) accept responsibility and agrees 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.

Lastly, I for myself, my heirs, successors, executors, and subrogors, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES and their respective owners, partners, directors, officers, agents, employees, sponsors, volunteers, representatives and members from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and ordinary NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly as a result of my training and practice for and participation and competition in the Event or competition sites, whether such damage, loss, injury, paralysis or death results from the ordinary NEGLIGENCE of the RELEASED PARTIES, their respective owners, partners, officers, agents, employees, sponsors, volunteers, representatives, and members, or from some other cause.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS COMPETITOR WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.

Signature of Participant _____ Date _____

Please print name

PARENTAL WAIVER AND INDEMNIFICATION (MINOR PARTICIPANTS)

In consideration for the above minor being permitted by the ASC to participate in the Event described above in the Competitor Waiver, Release and Indemnification Agreement, 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, and Release Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend the RELEASED PARTIES, their owners, agents, officers, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and liabilities, INCLUDING CLAIMS FOR THE RELEASED PARTIES' 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 the ASC properties, those of any of the other Released Parties and any related facilities.

Signed on this date: _____

Please print name and address below:

Signature of Parent or Guardian _____