
AUDI POWER OF FOUR SKI MOUNTAINEERING RACE 2021

COMPETITION WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In consideration for my being permitted by Aspen Skiing Company, LLC (“ASC”) to participate in the **Audi Power of Four Ski Mountaineering Race** to be held on **Saturday, March 6th 2021** at the **all four Aspen Snowmass_ Ski Areas**, 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 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. In relevant part, that Section 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 will take the opportunity, prior to the beginning of the Event, to visually inspect the construction or layout, freestyle terrain configuration and conditions, and other courses, layouts, or configurations of the area to be used during the Event, and all related facilities and adjacent areas. **I UNDERSTAND THAT PARTICIPATING IN ANY SKI AND SNOWBOARD COMPETITION PRESENTS INHERENT 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 COMPETITION. 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 SKI AND/OR SNOWBOARD TRAINING AND 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, its owners, officers, agents, employees, and volunteers (hereinafter the “Released Parties”) from all claims, actions, suits, expenses, (including reasonable attorney’s fees), liabilities, and ordinary **NEGLIGENCE**, arising directly or indirectly out of the Event my presences at the Snowmass Ski Area, and/or any equipment or instruction 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.

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 snowboarding/skiing equipment and instruction by ASC, or my presence at the Snowmass Ski

NAME _____

LOCAL PHONE _____

Area, whether such damage, loss, injury, paralysis or death results from the ordinary NEGLIGENCE of the Released Parties, 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 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.

In consideration of allowing me to participate in the Event and of using the ski area facilities, I agree to wear a properly fitting snow sports helmet at all times while participating in the Event. **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 residing where the alleged incident occurred 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 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.

MINOR'S INDEMNIFICATION

In consideration for the above minor being permitted by Aspen Skiing Company, LLC ("ASC"), to participate in the _____ (the "Event"), 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 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.

Signed on this date: _____

Please print name and address:

Signature of Parent or Guardian Name

Phone number where you can be reached: _____