

**2019 SBP RACE SERIES  
PARTICIPANT RELEASE WAIVER  
ASPEN SKIING COMPANY, LLC (ASC)**

**MOUNTAIN BIKING AND DOWNHILL MOUNTAIN BIKING WARNING, ASSUMPTION OF RISK,  
WAIVER, LIABILITY RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN  
LEGAL RIGHTS.**

1. The person who engages as an event participant in the SBP Race Series on July 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>, August 6<sup>th</sup> or 13<sup>th</sup> at the Snowmass Ski Area, Pitkin County, Colorado (hereinafter the "Event"), shall be referred to hereinafter at "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that mountain biking and/or downhill mountain biking competition, including, but not limited to, any related training and practice, EVENT can be HAZARDOUS AND INVOLVES THE RISK OF SERIOUS PHYSICAL INJURY, PARALYSIS, AND DEATH.

2. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that falls, INJURIES AND/OR DEATH may result from engaging in the EVENT. THE UNDERSIGNED agree and understand that risks include, but are not limited to: 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 trail 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, 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 the PARTICIPANT, physically strenuous nature of the EVENT, dehydration, and high elevation, high altitude, becoming lost or separated, in driving to and from the EVENT site. "Downhill" mountain biking involves increased risks over and above mountain biking. Those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges.

3. In consideration for allowing the PARTICIPANT to participate in the EVENT, THE UNDERSIGNED hereby ASSUMES ANY AND ALL RISKS associated with the PARTICIPANT'S participation in the EVENT whether known or unknown, inherent or otherwise. Additionally, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY Aspen Skiing Company, LLC, its insurance carriers, agents, employees, representatives, assignees, officers, directors, and the United States Forest Service, Pitkin County, CO, Town of Snowmass Village, (each hereinafter a "RELEASED PARTY") FOR ANY AND ALL LIABILITY and/or claims because of injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the EVENT, PARTICIPANT'S use of any equipment and/or instruction provided by the RELEASED PARTIES, PARTICIPANT'S use of any ASC owned and operated mountain biking areas and related facilities, which include but are not limited to, bike trails, lifts, restaurants, parking lots, and lodges, including any claims based upon or arising out of any RELEASED PARTY'S alleged or actual NEGLIGENCE or breach of any express or implied warranty.

4. THE UNDERSIGNED takes full responsibility for any injury or loss to PARTICIPANT, including, but not limited to, paralysis and death, which PARTICIPANT may suffer, arising in whole or in part out of the EVENT. By signing this release, THE UNDERSIGNED AGREES NOT TO SUE any RELEASED PARTY and agree they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY. THE UNDERSIGNED further AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT'S participation in the EVENT. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

5. THE UNDERSIGNED recognize that helmets are required and it is PARTICIPANT'S responsibility to wear a properly fitting bicycle helmet at all times while participating in the EVENT. THE UNDERSIGNED recognize that when DOWNHILL BIKING body armor is highly recommended and PARTICIPANT should wear body armor at all times while participating in the EVENT. THE UNDERSIGNED understand and agree that a helmet and/or body armor IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet or body armor can protect the wearer against all foreseeable impacts to the head and/or body, and that the EVENT and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet and/or body armor. THE UNDERSIGNED also understand that the helmet and/or body armor does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of the EVENT.

6. THE UNDERSIGNED represents that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agrees that once PARTICIPANT'S transport to any such medical facility or hospital has commenced the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.

7. In consideration for allowing the PARTICIPANT to participate in the EVENT and for using the mountain biking trails and related facilities at the Aspen Mountain, and Snowmass Ski areas and on adjacent private properties, the UNDERSIGNED agrees that ANY AND ALL CLAIMS for bodily injury and/or death and property damage which are based upon or arise out of the PARTICIPANT'S participation in the EVENT shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the DISTRICT COURT, PITKIN COUNTY, COLORADO or in the FEDERAL DISTRICT COURT FOR THE STATE OF COLORADO.

8. By signing this release without a parent or guardian's signature, the PARTICIPANT represents **under the penalty of fraud** that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, the UNDERSIGNED represents **under the penalty of fraud that he/she is the legal parent or guardian of the minor PARTICIPANT.**

9. THE UNDERSIGNED agrees that this release shall be binding to the fullest extent permitted by law. THE UNDERSIGNED further agrees that this release shall remain in full force and effect during every year hereafter in which THE UNDERSIGNED receives a downhill mountain biking pass product from ASC.

11. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the UNDERSIGNED.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE AND AGREE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.**

**ADULT INFORMATION – THE UNDERSIGNED / PARTICIPANT / PARENT / LEGAL GUARDIAN:**

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**Participant - Please Print Full Name**

\_\_\_\_\_

**Parent / Guardian - Please Print Full Name**

\_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_

**Date**