

**WINTER PARK RESORT - 2009 SUMMER ACTIVITY WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.**

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

The participant identified below is at least 18 years old (the "Adult"), or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian (the "Adult") has read this agreement and has signed it on behalf of him/herself and the Minor. The adult participant or the Minor participant and the Minor's parent or legal guardian collectively, will be referred to herein as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the summer activities, mountain bike tour, lesson or bike rental activities (collectively the "Activity") at Winter Park Resort (the "Resort"). **The Undersigned understand that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability, and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.**

UNDERSIGNED AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN AN ACTIVITY DURING THE 2009 SUMMER SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY THE RESORT'S AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.

Undersigned understand that the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, and that some of those risks are described herein. Undersigned understand that the Activity involves strenuous physical activity that may be hazardous to some people due to their physical condition and that outdoor Activities and especially those conducted at high altitudes involve certain dangers and risks that can lead to serious injury and death. Such dangers and risks include, without limitation, the possibility of becoming lost or disoriented, rapidly changing weather conditions, exposure to the sun, rain, hail and lightning, wildlife encounters and reduced oxygen in the air at high altitude.

**MOUNTAIN BIKING IS A DANGEROUS AND HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH.**

Mountain biking is different than road biking, and may be more dangerous than road biking in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain. Mountain biking is a **HAZARDOUS** activity that involves risks, including, but not limited to, steep slopes, uneven terrain, rocks of various sizes, trees, roots, tree stumps, cliffs, rock drops, holes and potholes, depressions, streams and creeks, dirt features and other constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops, wallrides, elevated stunts, uneven and/or slippery trail conditions, varying slopes, variations in terrain, forest growth, loose gravel and dirt, wet surfaces, downed timber, debris, collisions, other riders, hikers, heavy equipment and vehicles. Trail conditions and features may change quickly due to weather, use and other factors. Undersigned understand that there are risks involved in decision-making and conduct of the Resort's employees involved with the Activity, including, but not limited to, the risk that an instructor/guide may misjudge Participant's abilities, conditioning, or misjudge weather, terrain, trail conditions, route selection, location, or some aspect of Participant's mental, emotional or physical discomfort that may make a certain portion of the Activity appropriate or inappropriate for the Participant.

Hiking is a **HAZARDOUS** activity that involve risks including but not limited to exposure to the elements, hypothermia, dangers caused by other persons engaged in similar activities, slippery conditions, uneven and unstable footing, the possible occurrence of landslides and flooding, skin irritations and illness due to plants. The Climbing Wall, Bungee, GyroXtreme, Alpine Slide, Mini Golf, Maze, Frisbee Golf and Scenic Lift rides are all **HAZARDOUS** activities that involve risk or injury, permanent disability or death related to use of equipment and its potential for unexpected failure or misuse, failure to listen to instructions and including becoming tangled in a bungee cord while jumping on the Bungee. Undersigned understand that collisions may occur on the Alpine Slide with other riders or with wildlife that may get onto the track and agree that Participant will stay in control at all times.

Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lift and access the terrain they choose. Adult also understands and agrees that Participant may be riding the lift without being accompanied by an adult and hereby gives permission for the Minor to do so. Adult agrees that that he/she will instruct and direct MINOR to abide by the rules and regulations of the Resort. Adult for him/herself and/or, if applicable, on behalf of MINOR hereby freely and expressly agrees to **ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH** to the Participant in any way connected with the Activity. **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY AND, IF APPLICABLE, VOLUNTARILY CHOOSES TO ALLOW MINOR TO PARTICIPATE IN THE ACTIVITY AND REPRESENTS THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO SAFELY PARTICIPATE IN THE ACTIVITY AND WILL AT ALL TIMES PARTICIPATE IN THE ACTIVITY WITHIN HIS/HER ABILITIES.**

By signing this Agreement Undersigned acknowledge the risks associated with the Activity and, as a condition to Participant engaging in the Activity, Undersigned agree to (1) **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** to Participant while or as a result of participating in the Activity; (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS** against, Intrawest/Winter Park Operations Corporation (IWPOC), Winter Park Recreational Association, Winter Park Village Company Master Association, Inc., the City and County of Denver, Intrawest US Holdings, Inc., the United States, and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents as well as any Activity sponsors, equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any ACTIVITIES; (3) **INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any ACTIVITY and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and

disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

**HELMETS ARE REQUIRED** and Undersigned agree that Participant will wear a helmet at all times while riding and operate his/her mountain bike only on marked trails or roads, unless specifically authorized to operate his/her mountain bike elsewhere by Resort Staff. Undersigned understand that helmets cannot guarantee the wearers safety nor can protect against all potential head injuries or prevent injury to the face, neck or spinal cord. Participant agrees to wear appropriate safety equipment, as established by industry standards and common safety practices and assumes all risks associated with failure to wear appropriate safety equipment. Undersigned warrant that Participant will operate equipment ONLY after receiving instructions on it its safe and proper use and understands how to use the brakes and shifting mechanisms. Prior to mountain biking Participant will inspect his/her bicycle and assure him/herself that it is in good operating order and can be safely used. Participant understands that equipment is equipped for daytime use ONLY and that any use of the equipment after dark is not recommended and it is at Participant's own risk.

Participant agrees to be the only person to use the rented equipment during this rental period. Undersigned accept the equipment for use "as is" and with no warranties, express or implied, and accept full responsibility for the care of the equipment while in Participant's possession. If the rental equipment is not functioning properly, Undersigned agree Participant will stop using rental equipment immediately, will notify the rental shop immediately and return the improperly functioning equipment to the rental shop.

**DAMAGE RESPONSIBILITY:** If equipment is being rented, Undersigned accept responsibility for any and all damage to equipment, beyond normal wear and tear, and agree to pay all costs of necessary repairs including but not limited to parts, and labor at prevailing shop rates. Evaluation of such damage and repairs needed are at the sole discretion of a shop technician who will inspect the equipment within 24 hours from the time it is returned. Undersigned agree that any adjustment that Participant may make on the equipment is subject to readjustment by the shop technician at Undersigned's sole expense. Undersigned agree that Participant will return the equipment to rental shop at the agreed upon time and that Undersigned will be responsible for full retail value if Participant returns equipment late.

**If equipment is being rented, Undersigned accept damage responsibility or Undersigned have purchased the Damage Insurance. Undersigned acknowledge that damage insurance does not cover abuse or damage to fork or frame of bicycle. Initial here \_\_\_\_\_**

Undersigned authorize the Resort and/or its authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility if, in the opinion of such personnel, medical attention is needed for the Participant. It is agreed that upon transport to any medical facility, the Resort shall not have any further responsibility for the Participant, and all costs associated with such medical care and related transportation provided for the Participant shall be paid by Undersigned and the Undersigned do hereby indemnify and hold harmless the Indemnified Parties of and from any costs incurred therein.

Undersigned give Resort permission to take and use photographs, video recordings, or movies of Participant taken during an ACTIVITY for any purpose in promoting the Resort or related activities of the Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

ADULT agrees for him/herself and MINOR that **ALL** claims arising from or related to any ACTIVITY, including for injury to person or property and/or death shall be **GOVERNED BY COLORADO LAW, without regard to conflicts of law principles**, and that **EXCLUSIVE JURISDICTION** shall be in the **District Court in Grand County or in Federal Court for the District of Colorado. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
PRINT Name of Participant

\_\_\_\_\_  
Signature of Participant if 18 or older

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Participant date of birth

\_\_\_\_\_  
PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

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Signature of PARENT or LEGAL GUARDIAN