

Copper Mountain Assumption of Risk, Release of Liability, and Indemnity Agreement

The purpose of this agreement is to exempt, waive, and release Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to liability arising from the negligence of Released Parties; and transfer the risk of loss arising out of the participation in the Activities to the Participant or person executing this agreement.

“Released Parties” mean Powdr–Copper Mountain LLC, Powdr - Copper Participation LLC, Powdr Corp., Human Movement LLC, the United States, The Village at Copper Association, Inc., Copper Mountain Resort Association, and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and equipment manufacturers and distributors.

“Activity” and “Activities” mean skiing, snowboarding, uphill access, tubing, biking, golfing, skateboarding, training, racing, ski/ride instruction, challenge courses, zip lines, bumper boats, ice skating; participation in competitions, races, runs and any other events offered by Released Parties or their sponsors; and/or using for any purpose the Released Parties’ area, property, facilities, buildings, pools, hot tubs, fitness equipment, features, amenities, parking lots, sidewalks or equipment, including, but not limited to chairlifts, surface lifts, day care facilities, health club, climbing wall, bungee jump, trampolines, foam pits, mountain coaster, go-karts, and/or rental equipment.

“Me”, “Myself”, and “I”, means the adult, being at least 18 years old, who is accepting these terms on behalf of Myself and, if applicable as a result of my purchase of frequency or pass products, tickets, admissions, lessons, rentals for others, on behalf of a minor and/or other adult. “Minor” means the minor Participant. The person actually taking part in the activity is referred to as “Participant”.

In consideration of being allowed to participate in the Activities, on behalf of Myself and all other Participants, I agree as follows:

1. Participating in the Activity is hazardous and involves the risk of physical injury or death. The dangers and risks of the Activities include, but are not limited to falling; slick or uneven surfaces; surface and subsurface snow conditions; avalanches; cornices; moguls; jumps; ice; variations in terrain; design and condition of man-made facilities, terrain features, or race venues; terrain selection of an instructor; downed timber and other forest growth; tree stumps and wells; rocks and debris; marked and unmarked obstacles; collisions; equipment failure, malfunction, or misuse; collisions or encounters with snowmobiles, snowcats and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; and limited access to and/or delay of medical attention. I acknowledge that the description of the dangers and risks listed above is not complete and that participating in the Activity may be dangerous and may include other risks, including, but not limited to the acts, omissions, representations, carelessness, and negligence of Released Parties.
2. By signing this Agreement, I, on my own behalf and, if applicable, on behalf of Minor and adult Participant(s), acknowledge the risks and dangers associated with the Activities and agree to (1) assume any and all risks of injury or death to Participant resulting from participation in any Activity; (2) waive, release, and not sue or file any actions or claims against Released Parties that are based on, arise or result from, in whole or in part, participation in any Activities, including, but not limited to negligence and premises liability claims; (3) indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.
3. I give Released Parties permission to take and use photographs or recordings of Participant taken during an Activity and use and sublicense such material for any purpose in print, advertisements, films or videos and on line and broadcast presentations of any sort.
4. I authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.
5. By accepting this Agreement on behalf of any Participants other than Myself, I am representing that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from the other adult Participants to accept the terms of this Agreement on each of their behalf, and that by doing so, I am agreeing to be personally responsible for any claims brought by any other Participant, should they refuse to accept the terms of this Agreement.
6. This Agreement will apply for every day a Participant engages in any Activity without requiring Me or Participant to sign an additional agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Released Parties’ authorized representative. All claims arising from or related to any Activity by Participant, 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 residing where the alleged incident occurred or in Federal Court for the District of Colorado. 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 to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND ACCEPT IT, ON BEHALF OF MYSELF AND PARTICIPANT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE BY SIGNING BELOW AND/OR I ACCEPT IT BY USE OF THE ACTIVITIES.

Today's Date: ___ / ___ / _____

Participant # 1 – Adult or Minor		
A parent or legal guardian must sign for all minors under 18.		
Print Participant Name Here	mm / dd / yyyy	x Sign Here
↑ Print Participant Name	↑ Participant Date of Birth	↑ Signature – Parent/Legal Guardian <u>OR</u> Participant over 18
➡ Print name of parent/guardian signing for minor above: Print Parent/Guardian Name Here		

Participant # 2 – Adult or Minor		
A parent or legal guardian must sign for all minors under 18.		
Print Participant Name Here	mm / dd / yyyy	x Sign Here
↑ Print Participant Name	↑ Participant Date of Birth	↑ Signature – Parent/Legal Guardian <u>OR</u> Participant over 18
➡ Print name of parent/guardian signing for minor above: Print Parent/Guardian Name Here		

Participant # 3 – Adult or Minor		
A parent or legal guardian must sign for all minors under 18.		
Print Participant Name Here	mm / dd / yyyy	x Sign Here
↑ Print Participant Name	↑ Participant Date of Birth	↑ Signature – Parent/Legal Guardian <u>OR</u> Participant over 18
➡ Print name of parent/guardian signing for minor above: Print Parent/Guardian Name Here		

Participant # 4 – Adult or Minor		
A parent or legal guardian must sign for all minors under 18.		
Print Participant Name Here	mm / dd / yyyy	x Sign Here
↑ Print Participant Name	↑ Participant Date of Birth	↑ Signature – Parent/Legal Guardian <u>OR</u> Participant over 18
➡ Print name of parent/guardian signing for minor above: Print Parent/Guardian Name Here		

Participant # 5 – Adult or Minor		
A parent or legal guardian must sign for all minors under 18.		
Print Participant Name Here	mm / dd / yyyy	x Sign Here
↑ Print Participant Name	↑ Participant Date of Birth	↑ Signature – Parent/Legal Guardian <u>OR</u> Participant over 18
➡ Print name of parent/guardian signing for minor above: Print Parent/Guardian Name Here		



RACE TEAM ASSUMPTION OF RISK AND RELEASE AGREEMENT

Read Carefully. This is a release of liability and waiver of legal rights.

1. Definitions. The person who taking part in the race team shall be referred to hereinafter as "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. "Released Parties" mean Team Summit Colorado and its affiliates, parents, subsidiaries, successors in interest, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders; and the U.S. Forrest Service. The "Activity" means taking part in the race team, skiing, snowboarding, and using the ski area permit area, facilities, and lifts for any purpose.

2. Assumption of Risks and Dangers. The Undersigned understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: terrain selection; negligent supervision; falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; tree immersion; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. Duties of Participant. The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Participant may use the ski lifts without an adult present. Participant acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Participant understands that entering or skiing in a "CLOSED" area is illegal.

4. Release and Indemnification: In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may have or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

5. Minor Acknowledgment. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

6. Medical Care. Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous. The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Summit County, Colorado; and (c) this agreement shall be binding for the duration of the race season and upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1 (if participant is under 18) Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2 (if participant is under 18) Date

Address

Telephone

Emergency Contact: Printed Name/Relation Telephone