

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.
READ CAREFULLY BEFORE SIGNING.

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.

2013-2014 SPECIAL EVENT COACH/OFFICIAL RELEASE

"Adult" means the undersigned adult Coach/Official, being at least 18 years old, signing on behalf of himself/herself and, if applicable, the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the minor named below so that the minor will be permitted to be on site as a Coach/Official for event activities. "Minor" means the minor Coach/Official named below. "Undersigned" means the Adult and Minor collectively. The person actually acting as a Coach/Official is referred to herein as "Coach/Official". Undersigned understand and agree that skiing, snowboarding, including skiing and snowboarding competitions, events, demonstrations and performances, and/or being on site as a Coach/Official for such activities including anyone offering assistance to or participating in any team or event activities including equipment storage or transportation, equipment maintenance or adjustment, spotting, communications, course marking or maintenance, crowd control or any similar activities in connection with any event (each hereinafter an "Activity" or collectively "Activities") and any other uses of the facilities, activities, or equipment of Steamboat and/or Winter Park Resorts (collectively "Resorts"), or such other venue as may be utilized by the Resorts is **HAZARDOUS. The Undersigned understand and agree that Coach/Official will not be permitted to take part in any of the Activities 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 EVERY DAY COACH/OFFICIAL ENGAGES IN AN ACTIVITY DURING THE 2013-2014 SKI SEASON INCLUDING PRE AND POST SEASON ACTIVITIES WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY THE RESORTS' AUTHORIZED REPRESENTATIVE. Undersigned understand and agree that the Coach/Official is not an employee of the Resorts regardless of any non-cash remuneration for time and services which he/she may receive. Undersigned understand and agree that **Coach/Official is not covered by Resorts' Workers' Compensation** and the Coach/Official is encouraged to have his/her own medical insurance coverage.

Undersigned are advised, understand and agree that under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a "skier" and is referred to as a skier and, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain "inherent dangers and risks of skiing" as defined in the Colorado Ski Safety Act (the "Act"). **IN ADDITION, ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE ACT.**

Undersigned understand and agree that participating in the Activity is **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.** Undersigned understand and agree that the use of ski area facilities involves risks including but not limited to high elevation, marked and unmarked obstacles, wildlife encounters, slick or uneven walking surfaces, surfaces covered with ice and snow, deep snow conditions and tree wells, unstable ice and snow including but not limited to snow slides and avalanches, falling trees and limbs, rugged mountainous terrain, acts of other skiers and equipment malfunction. Undersigned understand and agree that there are risks involved in decision-making and conduct of Resorts' employees involved with an Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resorts' personnel inside or outside of Resorts' boundaries. Undersigned are advised that snowmobiles, snowmaking, snow-grooming and other equipment or vehicles may be encountered at any time and that Coach/Official must be alert for and avoid such equipment. The Undersigned also understand and agree that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

Coach/Official accepts the responsibility of maintaining control at all times while skiing. Adult agrees to read, to have Minor read all posted signs and warnings including instructions on use of lifts and rental or other equipment and Coach/Official agrees to obey all signs and warnings posted at the Resorts. Undersigned understand and agree that Coach/Official must have the physical dexterity and knowledge to safely load, ride and unload the lifts without assistance. Undersigned understand and agree that carrying equipment on chairlifts can be dangerous. Coach/Official agrees to carry only what he/she can safely handle, to not drop equipment from the chairlift and to check that he/she is not entangled with the chair or other people when loading and unloading. Undersigned assume the risks of riding the lifts and engaging in Activities accessible from the lifts.

Undersigned understand that entering or skiing in a "CLOSED" area is illegal and more dangerous to Coach/Official and others than skiing in open areas of the ski area. Undersigned agree to inspect before use all equipment provided for use by Resorts, including, but not limited to, ski, snowboard, boots, bindings, race and competition equipment, materials and tools or other equipment ("Equipment") and ask questions of Resorts' employees if Coach/Official does not fully understand how to use the Equipment or Resorts' facilities. Undersigned warrant that information provided to competition, rental and ski/board school technicians and personnel will be accurate and complete. Undersigned understand and agree that, although Coach/Official may be wearing a helmet, **a helmet cannot guarantee Coach/Official's safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. **Undersigned understand and agree that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will release. In snowboarding, cross-country, telemark skiing, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during ordinary operation.** Undersigned accept for use "AS IS" any equipment Coach/Official uses for an Activity and to return **immediately** for replacement or repair any equipment believed by Coach/Official to be damaged or defective. Adult accepts full responsibility for the care of the equipment used for an Activity including race, event or rental equipment and agrees that Adult will be responsible for the replacement at full retail value of any equipment damaged by Coach/Official or not returned. Undersigned understand that additional fees may be required for use of the facilities, venues, Equipment, ski instruction or other services provided by the Resorts and that age and height restrictions may apply to limit participation in some Activities and at some facilities.

As a Coach/Official in the Activities, Coach/Official will be involved in racing, competition, performance or event programs. Undersigned recognize, understand and agree that participation in such programs is more hazardous and dangerous than recreational skiing. The Undersigned further understand and agree that as Coach/Official, Coach/Official will be exposed to skiers who may, for various reasons, lose control creating additional dangers to a Coach/Official and others who may be nearby. Coach/Official will always be provided an opportunity to conduct a reasonable inspection of the training, competition, event or race course and make his/her own decision about whether to participate, given the conditions at the time. Undersigned understand, agree and represent that Coach/Official will always engage in reasonable inspection and decision-making pertaining to participation. Undersigned freely **assume all risk of all course conditions** including but not limited to, course design, course construction, course

