

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.

2016-2017 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 UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EVERY DAY COACH/OFFICIAL ENGAGES IN AN ACTIVITY DURING THE 2016-2017 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 and the risks associated with decisions made by Resorts' personnel to open and/or close terrain. 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 and agree 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 layout, course terrain, course jumps, features and obstacles and course maintenance. Coach/Official may be involved in travel to and from an Activity or events over snow or ice covered roads in inclement weather and Undersigned accept such risks. Coach/Official may also be entering into and using freestyle terrain that contains, but may not be limited to moguls, jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. Participation in the Activity shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts. **RECOGNIZING AND ACCEPTING THE ABOVE RISKS AND RESPONSIBILITIES, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE ACTIVITY.**

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks and dangers associated with the Activities and the use of the facilities of Resorts generally and, as a condition to Coach/Official engaging in any Activities agrees to (1) **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** to Coach/Official while or resulting from participation in any Activity; (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS** against Steamboat Ski & Resort Corporation, Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrawest Resorts Holdings, Inc., the United States, Winter Park Village Company Master Association, Inc., 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 (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 Coach/Official or caused to others or their property by Coach/Official. 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.

Undersigned give Resorts permission to take and use photographs, video recordings, or movies of Coach/Official taken during an Activity and use and sublicense such material for any purpose in promoting the Resorts or related activities of the Resorts in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

The Resorts shall have the right to confiscate tickets or passes or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative Coach/Official: 1) acts in any manner that endangers or may endanger the safety of Coach/Official or any other person; 2) violates the law; 3) provides ski/ride lessons or similar services for compensation at Resorts without express authorization of Resorts; 4) engages in misconduct or creates a nuisance; 5) violates "Your Responsibility Code"; 6) skis recklessly (high speed, jumping or tucking, out of control or straight down a run outside of a competition venue) – when skiing Coach/Official must avoid other skiers, trail groomers, maintenance vehicles or objects below them; 7) skiing on closed trails or in closed terrain; 8) is impaired from or uses alcohol or drugs, 9) uses abusive language (swearing or cursing); or 10) displays poor or unsafe etiquette including or skiing at speeds higher than rest of traffic on a run. Some of these acts may also be prosecuted as a criminal offense. A ticket/pass is **NOT TRANSFERABLE** and **CANNOT BE RESOLD**. Undersigned acknowledges their affirmative duty to immediately notify the Resorts if Coach/Official's ticket/pass is lost or stolen. Re-issued passes may be subject to a replacement fee.

Adult warrants that the Coach/Official is physically capable of safely participating in the Activities and is in good health. Adult authorizes Resorts and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Coach/Official or to transport Coach/Official to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Adult agrees that upon Coach/Official's transport to a facility or hospital that the Resorts and their personnel shall not have any further responsibility for Coach/Official. Adult also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Adult at the earliest possible time in the event such Care is undertaken for a Minor. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resorts to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Minor to pay all costs associated with such Care and transportation provided for Coach/Official and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

In consideration for accessing the facilities of one or more Resorts, 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 residing where the alleged incident occurred 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 _____, 201_____.

PRINT Name of Coach/Official

_____/_____/_____
Birth Date

Signature of Coach/Official

PRINT Name of Parent/Legal Guardian of Minor Coach/Official

Signature of Parent/Legal Guardian of Minor Coach/Official