

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.

2011 CRANKWORX COLORADO AT WINTER PARK RESORT ("RESORT") COMPETITOR

The competitor identified below is at least 18 years old, or if competitor is younger than 18 (the "Minor"), the Minor's parent or legal guardian has read this agreement and has signed it on behalf of him/herself and the Minor, if applicable. The adult competitor, or the Minor's parent or legal guardian, will be referred to herein as "Adult", and Adult and Minor are collectively referred to as the "Undersigned." "Competitor" refers to the person actually taking part in the Crankworx Colorado Freeride Mountain Bike Festival at Winter Park Resort (the "Event") which includes, without limitation downhill, chainless downhill, air downhill, slopestyle, cross county, best trick, dual slalom, pond crossing and freestyle mountain biking races, competitions, contests, demonstrations, practices, training, clinics, public relations activities and other related events and activities including use of the facilities available at Winter Park Resort. **The Undersigned understand that Competitor will not be permitted to take part in the Event unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment ("Agreement") is fully executed.**

_____ (Adult initial)

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY COMPETITOR PARTICIPATES IN THE EVENT DURING THE SUMMER OF 2011 WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY OF AND/OR EACH ASPECT OF THE EVENT UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE RESORT'S AUTHORIZED REPRESENTATIVE.

_____ (Adult initial)

MOUNTAIN BIKING IS A DANGEROUS AND HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. Mountain biking is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain. The Undersigned acknowledge that the risks and hazards of mountain biking increase during a race, competition, or contest due to the competitive nature of the activity and the fact that there will be other participants on the course. Training, competing or racing is more HAZARDOUS than recreational mountain biking. Inverted maneuvers increase the risks of injury and death. There are risks inherent in mountain biking, including, but not limited to, steep slopes, uneven and varying slopes and terrain, loose gravel and dirt, rocks of various sizes, trees, falling trees and limbs, tree roots, and stumps, cliffs, rock drops, holes and potholes, depressions, streams and creeks, forest growth, wet surfaces, downed timber, debris, deep and cold water, as well as dirt features and other constructed features such as step-ups, bridges, ramps, ladders, bumps, berms, jumps and drops, water courses, wallrides, and elevated stunts. Trail conditions may change quickly due to weather, use and other factors and may not be the same during a race as during practice or inspections by Competitor. Falls and collisions with objects on or about the course, pedestrians, other Event participants, spectators, officials or photographers and vehicles do occur, and injuries are a common and ordinary occurrence for Competitors. Undersigned also understand 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, rapidly changing weather conditions, exposure to the sun, rain, hail and lightning, wildlife encounters, and reduced oxygen in the air at high altitude. Undersigned understand that trucks, vehicles and other equipment may be encountered at any time and Competitor must be alert for and avoid them. **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT AND, IF APPLICABLE VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE EVENT AND REPRESENTS THAT COMPETITOR HAS THE SKILLS AND DEXTERITY TO PARTICIPATE IN THE EVENT AND WILL AT ALL TIMES RIDE WITHIN HIS/HER ABILITIES.**

_____ (Adult initial)

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 Event and, as a condition to Competitor engaging in the Event, agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the COMPETITOR while or as a result of participating in the Event; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Intrawest/Winter Park Operations Corporation, Intrawest US Holdings, Inc., the City and County of Denver, all Event sponsors, Winter Park Recreational Association, Winter Park Village Company Master Association, Inc., United States Dept. of Agriculture Forest Service, and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, managers, representatives, assignees, employees, volunteers, and agents, as well as any owner or operator of a venue for an Event and any, equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in the Event; (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 the Event and any loss, damage or injury, including death, that may be sustained by Competitor or caused to others or their property by Competitor while taking part in the Event, including, but not limited, to those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of any of the Indemnified Parties. 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.

_____ (Adult initial)

PRIOR TO EVERY RIDE COMPETITOR WILL INSPECT HIS/HER BIKE AND ASSURE HIM/HERSELF THAT IT IS IN GOOD OPERATING ORDER AND CAN BE SAFELY USED IN EVENT ACTIVITIES. HELMETS ARE REQUIRED for all Competitors in the Event and Undersigned agree that Competitor will wear a helmet at all times while riding and operate his/her mountain bike only on marked trails, courses or roads, unless specifically authorized to operate his/her mountain bike elsewhere by Event staff. Undersigned understand that helmets cannot guarantee the wearer's safety or protect against all potential head injuries or injuries

to the face, neck or spinal cord. Competitor is a competitor under applicable law at all times, whether warming up, practicing for competition or while engaged in competition. Competitor voluntarily assumes all risks of course conditions including, but not limited to, course design, construction, layout, terrain, jumps, features and obstacles and course maintenance. Competitor agrees to wear appropriate safety equipment, as established by industry standards and common safety practices, during all on-bike activities and competitions at the Event. Competitor agrees that it shall not be the obligation of any of the Indemnified Parties to ensure that Competitor wears safety equipment. **Undersigned assume all risks associated with failure to wear appropriate safety equipment.**

_____ (Adult initial)

Parent or Guardian agrees that that he/she will instruct and direct Minor Competitor to abide by the rules and regulations of the Event. Undersigned understands that Competitor must have the physical dexterity and knowledge to safely load, ride and unload the lifts and access the terrain he or she chooses. Adult understands and agrees that Minor Competitor may be riding the lift without being accompanied by an Adult and hereby gives permission for the Minor to do so. Adult agrees to read, and if applicable, to have Minor read and if necessary to explain to Minor, all posted signs and warnings, including instructions on the use of lifts. Competitor agrees to obey all such signs and warnings. In the event that weather or other cause prohibits the use of lifts, Undersigned agree that Resort or Event personnel may transport Competitor to Event venues in vehicles and Undersigned expressly authorize such transportation and voluntarily assume all risks thereof.

_____ (Adult initial)

Adult authorizes Resort and Event and/or their authorized personnel to call for medical care, treatment and/or procedures (“Care”) for Competitor or to transport Competitor to a medical facility if, in the opinion of such personnel, medical attention is needed. Adult agrees that, upon Competitor’s transport to any medical facility, Resort shall not have any further responsibility for Competitor. Adult knowingly and voluntarily consents in advance to such Care so as to encourage medical personnel the physicians and the Resort 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 Competitor and to indemnify and hold harmless the Indemnified Parties from any resulting costs. Undersigned understand that no medical insurance is provided during the event or training and that having one’s own medical insurance is strongly recommended.

_____ (Adult initial)

Undersigned hereby give Resort, its agents and contractors permission to take and use photographs, digital images, video recordings, or movies of Competitor taken during the Event or training or practice for the Event, and use and sublicense such material for sale to Competitor or for any purpose in promoting the Event or other mountain biking events at the Resort or its affiliated resorts or in the Fraser Valley or related activities of the Resort in print, brochures and advertisements, in films or videos and on broadcast presentations of any sort.

_____ (Adult initial)

In consideration of being allowed to participate in the Event at the Resort, Adult agrees for him/herself and Minor that **ALL** claims arising from or related to the Event, including for injury to person or property and/or death shall be **GOVERNED BY COLORADO LAW, without regard to conflicts of laws 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.**

_____ (Adult initial)

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 WARRANTS 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 THE EVENT.** This Agreement shall be binding upon Undersigned’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

_____ (Adult initial)

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

Executed this _____ day of _____, 2011

_____ Male Female _____ / ____ / ____
PRINT Name of Competitor Date of Birth Signature of Competitor

_____ Signature of Parent/Legal Guardian of Minor Competitor
PRINT Name of Parent/Legal Guardian of Minor Competitor

Person to be notified in case of emergency: _____

Phone Number: (____) _____ Relationship to Competitor: _____