

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.**

2012 SIA ON-SNOW DEMO AND FREE RIDE FEST DEMO PARTICIPANT

"Adult" means the undersigned adult participant, being at least 18 years old, signing on behalf of himself/herself and, if applicable, the undersigned parent or legal guardian signing on behalf of the minor named below so that the minor will be permitted to engage in the SnowSports Industries America ("SIA") and Western Winter Sports Representatives Association ("WWSRA") On-snow Demo and Free Ride Fest demonstration taking place on January 30, 2012 through January 31, 2012 ("Demo Event") activities. "Minor" means the minor participant named below. "Undersigned" means the Adult and Minor collectively. The person actually taking part in the Demo activities is referred to herein as "Participant". Undersigned agree and understand that participating in the Demo Event, using demo equipment, skiing, snowboarding, tubing, Ski/Ride School participation, strength and endurance training and/or any other uses of the facilities, activities, or equipment of Winter Park Resort (the "Resort"), or such venue as may be utilized by the Resort, and/or by or through SIA or WWSRA (each hereinafter an "Activity") can be **HAZARDOUS**. Undersigned are advised and understand that the Demo Event is permitted at the Resort, however the Resort does not have any control over the nature of the Demo Event, the equipment provided or the Demo Event companies or their employees or the advice, fitting, and adjustment of the equipment they provide. **The Undersigned understand that Participant will not be permitted to take part in any Activity 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 EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2011-2012 DEMO EVENT 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 WRITING, SIGNED BY THE RESORT'S AUTHORIZED REPRESENTATIVE.

Undersigned are advised and understand 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"). **NOTWITHSTANDING THE FOREGOING, 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.**

Participant assumes the responsibility of maintaining control at all times while skiing. Adult agrees to read, to have Minor read and, if necessary explain to Minor all posted signs and warnings including instructions on use of lifts and rental, Demo Event or other equipment and Participant agrees to obey all signs and warnings posted at the Resort. Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts without assistance. Undersigned assume the risks of riding the lifts and engaging in Any Activity accessible from the lifts. Undersigned are advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that Participant must be alert for and avoid such equipment. Undersigned understand that entering or skiing in a "CLOSED" area is illegal and more dangerous to Participant and others than skiing in open areas of the ski area. Undersigned understand that the use of ski area facilities involves risks including but not limited to high elevation, wildlife encounters, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, unstable ice and snow, falling trees and limbs, rugged mountainous terrain, acts of other skiers and equipment malfunction. Participant may also be entering into and using freestyle terrain that contains jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. Participation in an Activity shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts.

Undersigned agree to inspect before use all Demo Event and other equipment, including but not limited to skis, snowboards, bindings, boots, poles, goggles, and helmets (the "Equipment") before use and ask questions if Undersigned does not fully understand how to use the Equipment or Resort's facilities. Undersigned accept for use "AS IS" any Equipment Participant uses for an Activity and to return **immediately** for replacement or repair any Equipment believed by Participant to be damaged or defective. Undersigned understand that state law requires retention devices and Participant agrees to use leashes as provided by Demo Event companies or to ask for a leash if one is not provided. Undersigned warrant that information provided to Demo Event and ski/board school technicians and personnel will be accurate and complete. **Adult understands that he/she may not be available or present when the Minor's Equipment is fitted and adjusted and hereby waives the opportunity to verify the helmet size and fit and binding settings and authorizes employees of the Demo Event companies and/or the Resort, other than the technician performing the fitting and adjusting, to verify the helmet size and fit and binding settings.** Undersigned understand that, although Participant may be wearing a helmet, **a helmet cannot guarantee Participant'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 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.** Adult accepts full responsibility for the care of the Equipment used for an Activity and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned. Undersigned understand that additional fees may be required for use of the facilities, Equipment, ski instruction or other services provided by the Resort and that age and height restrictions may apply to limit participation in the Activity and at some facilities.

