

**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.**

**WINTER PARK RESORT ("RESORT") 2011 COMPETITION CENTER BIKE EVENTS, PROGRAMS AND CAMPS**

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 Winter Park Resort Competition Center mountain biking competitions, programs, camps, demonstrations, and performances, strength and endurance training and/or any other uses of the facilities, activities, or equipment of Winter Park Resort (each individually and collectively referred to herein as the "Event"). **The Undersigned understand that Competitor will not be permitted to take part in any Event 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 COMPETITOR PARTICIPATES IN AN EVENT DURING THE SUMMER OF 2011 WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY OF AND/OR EACH EVENT UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING BY THE RESORT'S AUTHORIZED REPRESENTATIVE.**

**MOUNTAIN BIKE RIDING AND RACING IS A DANGEROUS AND HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH.**

Mountain bike riding and racing is different than road bike riding and racing in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain. There are risks inherent in mountain bike riding and racing, including, but not limited to, steep slopes, uneven terrain, wildlife encounters, falling trees and limbs, rocks of various sizes, trees, roots, tree stumps, cliffs, rock drops, holes and potholes, depressions, streams and creeks, dirt features and other constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops, wallrides, elevated stunts, uneven and/or slippery trail conditions, varying slopes, variations in terrain, forest growth, loose gravel and dirt, wet surfaces, downed timber, debris, other riders, hikers and pedestrians, heavy equipment and vehicles, the possibility of becoming lost or disoriented, and rapidly and unpredictably changing weather and trail conditions. Trail conditions and features 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. Training, competing or racing is more HAZARDOUS than recreational mountain biking. Falls and collisions with objects on or about the trail, hikers and pedestrians, other mountain bike riders and vehicles do occur, and injuries are a common and ordinary occurrence for mountain bikers.

Undersigned understand that there are risks involved in decision-making and conduct of the Resort's employees involved with an Event, including, but not limited to, the risk that an instructor/guide may misjudge Competitor's abilities, conditioning, or misjudge weather, terrain, trail conditions, route selection, location, or some aspect of Competitor's mental, emotional or physical condition that may make a certain portion of an Event appropriate or inappropriate for the Competitor. **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN AN 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 AN EVENT AND WILL AT ALL TIMES RIDE WITHIN HIS/HER ABILITIES AND PARTICIPATE IN AN EVENT IN A PRUDENT AND RESPONSIBLE MANNER.**

**By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks and dangers associated with an Event and, as a condition to Competitor engaging in any Event, agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the Competitor while or as a result of participating in an 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, United States Dept. of Agriculture Forest Service, Winter Park Village Company Master Association, Inc., 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, equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in an 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 an 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 an 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 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.**

Prior to a race Competitor will inspect his/her bicycle and assure him/herself that it is in good operating order and can be safely used in an Event. **HELMETS ARE REQUIRED** for all competitors in an Event and Undersigned agree that Competitor will wear a helmet at all times and operate his/her mountain bike only on marked trails or roads, unless specifically authorized to operate his/her mountain bike elsewhere by Event staff. **Undersigned understand that helmets cannot guarantee the wearers safety nor can it protect against all potential head injuries or prevent injury to the face, neck or spinal cord.** Competitor shall wear appropriate safety equipment, as established by industry standards and common safety practices and assumes all risks associated with failure to wear appropriate safety equipment. **Competitor is a competitor at all times**, whether warming up, practicing for competition or while engaged in competition for every race in an Event. Adult authorizes Resort and/or its 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 and to encourage 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 any Event and that having one's own medical insurance is strongly

