

ON-SNOW DEMO AND FREE RIDE FEST DEMO PARTICIPANT 2010
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT
FOR MEDICAL TREATMENT. READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND
WAIVER OF LEGAL RIGHTS.

"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 ("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 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 EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2009-2010 SKI SEASON 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 RESORTS' 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 Activities 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 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 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. Undersigned accept for use "AS IS" any Equipment Participant uses for an Activity and to return for replacement or repair any Equipment believed by Participant to be damaged or defective. 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 some Activities and at some facilities.

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 the Resort generally and, as a condition to Participant engaging in any ACTIVITIES and agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrawest US Holdings, Inc., the United States, Winter Park Village Company Master Association, Inc., SnowSports Industries America, Western Winter Sports Representatives Association 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 Demo Event or other 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 Participant or caused to others or their property by Participant. 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 the Resort, SIA and WWSRA permission to take and use photographs, video recordings, or movies of Participant taken during an Activity for any purpose in promoting the Resort or related activities of the Resort or SIA and WWSRA in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

The Resort 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 Participant: 1) acts in any manner that endangers or may endanger the safety of Participant or any other person; 2) violates the law; 3) provides ski/ride lessons or similar services for compensation at the Resort without express authorization of the Resort; or 4) engages in misconduct or creates a nuisance. Some of these acts may also be prosecuted as a criminal offense. A ticket/pass is NOT TRANSFERABLE and CANNOT BE RESOLD. A ticket/pass may be confiscated with no re-issue, if in the sole judgment of a representative of the Resort, it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledge their affirmative duty to immediately notify the issuer if Participant's ticket/pass is lost or stolen.

Undersigned warrant that Participant is in good health and capable of safely participating in the Activities. Adult authorizes the Indemnified Parties and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Adult agrees that upon Participant's transport to a facility or hospital that the Resort and its personnel shall not have any further responsibility for Participant. 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 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 related transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

In consideration for participating in the Activities, 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. **ADULT ON BEHALF OF HIM/HERSELF AND MINOR, IF APPLICABLE, 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, subrogor, 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 and agreed this _____ day of _____, 2010.

_____/_____/_____
Print Name of Participant Birth Date Signature of Participant if 18 or older

Print Name of Parent/Legal Guardian of Minor Participant Signature of Parent/Legal Guardian of Minor Participant

Intrawest respects your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to www.intrawest.com.