WINTER PARK RESORT ("RESORT") 2009 MOUNTAIN BIKE RACE SERIES
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 CERTAIN LEGAL RIGHTS.

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 Mountain Bike Race Series (the "Event"). **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**.

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY COMPETITOR PARTICIPATES IN THE EVENT DURING THE SUMMER OF 2009 WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY OF AND/OR EACH EVENT IN THE MOUNTAIN BIKE RACE SERIES UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE RESORT'S AUTHORIZED REPRESENTATIVE.

MOUNTAIN BIKE RACING IS A DANGEROUS AND HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. It is different than road bike 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 racing, including, but not limited to, steep slopes, uneven terrain, wildlife encounters, 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, heavy equipment and vehicles, the possibility of becoming lost or disoriented, and rapidly and unpredictably changing weather and trail conditions. 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. Training, competing or racing is more HAZARDOUS than recreational mountain biking. Falls and collisions with objects on or about the trail, pedestrians, other mountain bike riders and vehicles do occur, and injuries are a common and ordinary occurrence for mountain bikers. 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.

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 United States, the City and County of Denver, all Event sponsors, Winter Park Recreational Association, 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, 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 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 the Event. **HELMETS ARE REQUIRED** for all competitors in the 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 protect against all potential head injuries or prevent injury to the face, neck or spinal cord.** ***Competitor is a competitor at all times***, whether warming up, practicing for competition or while engaged in competition for every race in the 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.

Parent and/or Guardian agrees that that he/she will instruct and direct Minor Competitor to abide by the rules and regulations of the Event. Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lift and access the terrain they choose. Adult also understands and agrees that Participant may be riding the lift without being accompanied by an adult and hereby gives permission for the Minor to do so. Undersigned hereby give Resort 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, for sale to Competitor or for any purpose in promoting the Event or other mountain biking events at the Resort 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 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 law 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**.

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 THE EVENT.** 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.**

_____	___/___/____	_____	___/___/ 2009
PRINT Name of Competitor	Date of Birth	PRINT Name of Parent or Guardian, if applicable	Date

_____	_____	___/___/ 2009
Signature of Competitor if Competitor is over 18	Signature of Parent or Guardian, if applicable	Date

Intrawest respects your privacy. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services except that Event photographers will be given information sufficient to contact you if they have pictures of you taken during the Event. They have agreed not to use your personal information for any other purpose. For more