

COPPER MOUNTAIN, STEAMBOAT AND WINTER PARK 2008-2009 WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT. PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

"ADULT" means the undersigned adult, being at least 18 years old, signing on behalf of himself/herself and, if applicable, as the parent or legal guardian, signing on behalf of the minor named below so that the minor will be permitted to engage in the activity. "MINOR" means the minor participant named below. "UNDERSIGNED" means the ADULT and MINOR collectively. The person actually taking part in the activity is referred to herein as "PARTICIPANT". UNDERSIGNED agrees and understands that skiing, snowboarding, tubing, Ski/Ride School participation and as applicable use of the Kids' Vacation Center at Steamboat Resort, use of rental equipment and/or any other uses of the area, facilities, activities, or equipment, (each hereinafter an "ACTIVITY") of Copper Mountain Resort, Steamboat Resort, and/or Winter Park Resort (collectively the "RESORTS") can be **HAZARDOUS**. UNDERSIGNED understands the following applies whenever PARTICIPANT uses the RESORTS' facilities or services. The UNDERSIGNED understands that PARTICIPANT will not be permitted to take part in an ACTIVITY unless this Warning, Assumption of Risk, Liability Release, Hold Harmless and Indemnity Agreement ("Agreement") is fully executed.

UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2008-2009 SKI SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE RESORTS' AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF MINOR, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.

UNDERSIGNED is advised and understands 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.

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 the use of lifts and rental or other equipment and PARTICIPANT agrees to obey those signs and warnings located on the property and at any facility or premise of the RESORTS. UNDERSIGNED understands that PARTICIPANT must have the physical dexterity and knowledge to safely load, ride and unload the lifts. UNDERSIGNED assumes the risks of PARTICIPANT riding the lifts and engaging in activities accessible from the lifts. UNDERSIGNED is advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that PARTICIPANT should be alert for and avoid such equipment. UNDERSIGNED understands that the use of the ski area facilities involves risks including but not limited to all of the risks mentioned above, as well as but not limited to high elevation, wildlife encounters, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow and rugged mountainous terrain. UNDERSIGNED understands that there are risks involved in decision-making and conduct of RESORTS' employees involved with the ACTIVITY, including, but not limited to, the risk that an instructor/guide may misjudge PARTICIPANT'S abilities, conditioning, or misjudge weather, terrain, snow conditions, route selection, location, or some aspect of PARTICIPANT'S mental, emotional or physical discomfort that may make a certain portion of the ACTIVITY appropriate or inappropriate for the PARTICIPANT. With full knowledge of all the above described risks ADULT voluntarily chooses to and/or agrees to permit MINOR to take part in the ACTIVITY.

UNDERSIGNED understands 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 agrees to inspect all equipment including but not limited to rental ski, snowboard, ice skating, tubing or exercise equipment and boots or bindings (the "Equipment") before use and ask questions of RESORTS' employees if PARTICIPANT does not fully understand how to use the Equipment or facilities. UNDERSIGNED warrants that information provided to rental 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 RESORTS, other than the technician performing the fitting and adjusting, to verify the adjustment of binding settings. ADULT understands that although MINOR may be wearing a helmet, UNDERSIGNED understands that a helmet and/or binding system 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. In alpine skiing, the binding system cannot prevent all injuries. The UNDERSIGNED understands 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 it will release. In snowboarding, cross-country and telemark skiing, snowblading and ski boarding use, 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. PARTICIPANT understands and agrees that age and height restrictions may apply to limit participation in some activities and at some facilities. UNDERSIGNED accepts 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 before use. 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 understands that additional fees may be required for use of the facilities, Equipment, ski instruction or other services provided by the RESORTS.

ADULT AGREES AND UNDERSTANDS THAT MINOR WILL BE USING SKI LIFTS WITHOUT A SKI INSTRUCTOR OR OTHER ADULT PRESENT. MINOR MAY ALSO BE ENTERING INTO AND USING THE FREESTYLE TERRAIN INCLUDING NATURAL AND MAN-MADE FEATURES. PARTICIPATION IN THE CHILDRENS OR ADULTS SKI/RIDE SCHOOL SHALL NOT IN ANY WAY ELIMINATE THE RISKS OF SKIING OR RISKS IN USING SKI LIFTS.

LAST NAME

UNDERSIGNED understands and agrees that Steamboat Ski and Snowboard School facilities may be using the Steamboat Mountain Watch system (the "System") as an aid in tracking the location of Minor. UNDERSIGNED acknowledges on behalf of him/herself and Minor that he/she is aware of the operating limits of the System and consents to the use of such System. UNDERSIGNED understands and agrees that the System is not guaranteed to prevent the loss of Minor nor does it guarantee that System user can be located at all times.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the general risks described above and the specific risks associated with the Activities and, as a condition to PARTICIPANT engaging in the Activities, Adult on his/her own behalf and, if applicable, on behalf of Minor agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the PARTICIPANT while or as a result of participating in any ACTIVITY; (2) RELEASE, HOLD HARMLESS and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against, Copper Mountain, Inc., Steamboat Ski & Resort Corp, Intrawest/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrawest US Holdings, Inc., the United States, The Village at Copper Association, Inc., their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, volunteers, agents, as well as any ACTIVITY sponsors and Equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in Activities; (3) INDEMNIFY and DEFEND THE INDEMNIFIED PARTIES FROM ANY LIABILITY, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by PARTICIPANT or caused to others or their property by PARTICIPANT while taking part in any ACTIVITY, 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 agrees to pay all costs including attorney's fees incurred by any Indemnified Party in defending a claim or suit brought by or on behalf of UNDERSIGNED.

The RESORTS shall have the right to confiscate 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 lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such 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 RESORTS representative it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. UNDERSIGNED acknowledges the affirmative duty to immediately notify the issuer if PARTICIPANT'S ticket/pass is lost or stolen.

ADULT warrants that PARTICIPANT is in good health and there are no special problems with the care of ADULT or MINOR and that the ADULT has left no special instructions regarding the ADULT or the MINOR that have not been listed on a separate registration form for an ACTIVITY or otherwise provided to the ACTIVITY provider in writing. 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 INDEMNIFIED PARTIES shall not have any further responsibility for PARTICIPANT. ADULT also consents to the Care given by an emergency care giver or under the instructions and directions of a licensed physician. It is understood that every effort 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 RESORTS 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 medical care and related transportation provided for PARTICIPANT and to indemnify and hold harmless the INDEMNIFIED PARTIES from any costs incurred therein.

UNDERSIGNED gives RESORTS permission to take and use photographs, video recordings, or movies of PARTICIPANT taken during an ACTIVITY for any purpose in promoting the RESORTS or related activities of the RESORTS in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

In consideration for participating in an ACTIVITY, ADULT agrees for him/herself and MINOR that ALL claims for injury to person or property and/or death arising from the ADULT'S and/or MINOR'S participation in an ACTIVITY shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in the District Court residing where the alleged incident occurred or in Federal Court for the District of Colorado.

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 acknowledges that he/she is also signing this Agreement on behalf of MINOR and that MINOR shall be bound by all the terms of this Agreement. The UNDERSIGNED understands and agrees that if this Agreement is not signed on behalf of MINOR, the MINOR would not be permitted to participate in the ACTIVITY. This Agreement shall be binding upon UNDERSIGNED'S assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 200_____

PRINT Name of PARTICIPANT

Signature of PARTICIPANT if 18 or older

____/____/____
Participant date of birth

PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

Signature of PARENT or LEGAL GUARDIAN

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.

FIRST NAME