

**WOODWARD AT COPPER
2011 – 2012 PROGRAM PARTICIPANT
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

"Adult" means the undersigned adult Woodward participant, being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of the minor named below ("Minor") so that the minor will be permitted to engage in any Activity. "Undersigned" means the Adult and Minor collectively. "Participant" means the person actually taking part in any Activity. "Resort" means, collectively, Copper Mountain Resort, which includes the facilities and programs known as Woodward at Copper Barn and Woodward at Copper Cage (together, "Woodward"), and Powder - Copper Mountain LLC., which is the owner and operator of Copper Mountain Resort. "Activity" means participation in any or all activities and programs at Woodward and Resort, including without limitation, all camp programs and all other Woodward and Resort activities, which include, without limitation, tubing, skiing, snowboarding, snowbiking, on mountain air bag use, skateboarding, snowskating, in-line skating, bmx, mountain biking, use of skateboards, scooters, digglers, bumper boats, zip line, swimming, mini golf, longboards, trampolines, tumbling, stunting, being spotted, use of foam boards, trampoline boards, trampoline skis, landing pits and bags, ramps, rails, boxes, bowls, half-pipes, spotting rigs, skier/snowboarder extraction units, go-carts, trampoline/ bungee, rock wall climbing, jumps, skiing and snowboarding competitions, demonstrations, and performances, strength and endurance training and/or any other uses of the Resort's facilities, activities, or equipment, or other venues as may be utilized for Woodward activities and programs. **Undersigned understand that Participant is not permitted to take part in any Activity unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement ("Agreement") is fully executed.**

UNDERSIGNED AGREE THAT THIS AGREEMENT APPLIES FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN AN ACTIVITY DURING THE YEARS 2011 AND 2012, WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY, UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A 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, 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 WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH, AND IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF EACH ACTIVITY, WHETHER INHERENT OR OTHERWISE, AND REGARDLESS OF WHETHER IDENTIFIED IN THIS AGREEMENT OR IN THE ACT.**

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 and other equipment and Undersigned agree Participant will obey all signs and warnings posted at the Resort, and to obey instructions from Resort staff. Adult agrees and understands that Minor will be using ski lifts without a coach, Resort representative or other adult present. Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned assume the risks of Participant riding the lifts and engaging in all activities accessible from the lifts. Undersigned are advised that snowmobiles, snowmaking, snow-grooming and other equipment or vehicles 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 areas of the ski area that are open to the public and/or Camp participants. Undersigned understand that any Activity involve risks of injury and/or death. Undersigned acknowledge that there are dangers and risks of participating in any Activity. Undersigned understand that there will be other Activity participants at or around the Resort. Additional risks of any Activity include, without limitation, falls, drops, hits, depressions, equipment and feature malfunction, burns, bruising and damage to clothes from falls on the skiing and other surfaces, collisions with other participants, spectators and property. Undersigned understand that the use of Resort and Woodward facilities and participation in any Activity involves dangers and risks, including but not limited to, the risks mentioned above, as well as high elevation, varying weather and snow conditions, slippery surfaces, wildlife encounters, marked and unmarked obstacles, slick or uneven surfaces, surfaces covered with ice and snow, rugged mountainous terrain, dehydration, overexertion, travel to and from venues where an Activity takes place, sharing facilities and venues with people directly involved and/or not directly involved in an Activity and overnight stays in lodging facilities. Undersigned understand that there are risks involved in decision-making and conduct of Resort employees involved with an

Activity, including, but not limited to, the risk that a coach/counselor/instructor 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 condition that may make a certain portion of any Activity appropriate or inappropriate for the Participant. Adult acknowledges on Adult's and Minor's behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in any Activity.

Undersigned agree to inspect all equipment and facilities before use and ask questions of Resort employees if Participant does not fully understand how to use the equipment and facilities. Undersigned accept for use "**AS IS**" any equipment and facilities Participant uses and agree to notify Resort personnel of and, if applicable, to return **immediately** for replacement or repair any equipment believed to be damaged or defective. Adult accepts full responsibility for the care of the equipment used for an Activity including rental and/or demo ski and snowboarding equipment and agrees that Adult is responsible for the replacement at full retail value of any equipment damaged or not returned. Undersigned agree that Participant must wear a helmet all times while skateboarding, skiing, snow boarding, and biking, and while participating in any Activity on snowflex. Undersigned acknowledges that Resort recommends that Participant wear other protective equipment including but not limited to knee and elbow pads while skateboarding. Undersigned acknowledge and understand that a helmet cannot guarantee Participant's safety and no helmet can protect the wearer against all potential head injuries or prevent injuries 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 and also may release unexpectedly. 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 authorize Resort to bring Participant on all offsite outings or field trips planned by Resort unless and until Undersigned notifies Resort in writing that Undersigned does not wish for Participant, if a Minor, to participate in a field trip or offsite outing. Undersigned further understand that Participant will travel in Resort vehicles within and outside of Summit County, Colorado for field trips and offsite outings.

Undersigned acknowledge that Participant may be involved in performance, racing, competition or special programs some of which may employ special equipment such as air or other bags or pads for practicing landings following jumps or maneuvers. Undersigned recognize, understand and agree that participation in such programs is more hazardous and dangerous than recreational skiing. Participant must insure that Participant is provided an opportunity to conduct a reasonable inspection of the training, competition, event, or race course and make his/her own decision about whether to participate, given the conditions at the time. Undersigned understand, agree and represent that Participant must always engage in reasonable inspection and decision-making pertaining to participation. Undersigned freely assumes all dangers and risks of all course and venue conditions, including but not limited to, course or feature design, course or feature construction, course or feature layout, course or feature terrain, jumps, and obstacles and course or feature maintenance. Participant will be entering into and using freestyle terrain that contains, among other features, moguls, jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. **UNDERSIGNED UNDERSTAND AND AGREE THAT USE OF THE FREESTYLE TERRAIN IS MORE HAZARDOUS AND DANGEROUS THAN ORDINARY RECREATIONAL SKIING AND, IN PARTICULAR, THAT BECOMING INVERTED DURING AN AERIAL MANEUVER SUBSTANTIALLY INCREASES THE RISK OF SERIOUS INJURY OR DEATH.** Undersigned understand that coaching or other supervised participation in an Activity does not in any way eliminate the dangers and risks of an Activity or dangers and risks involved in riding ski lifts or using Freestyle Terrain, including but not limited to; terrain park features and equipment. **RECOGNIZING AND ACCEPTING THE ABOVE AND ALL OTHER RELATED DANGERS AND RISKS, UNDERSIGNED FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND RISKS ASSOCIATED WITH EACH ACTIVITY, USING THE RESORT AND ALL FREESTYLE TERRAIN INCLUDING TERRAIN PARKS, AND THE POSSIBILITY OF LOSS, PERSONAL INJURY OR DEATH RESULTING THEREFROM AND, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE ACTIVITY.**

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the dangers and risks associated with any Activity and the use of Resort facilities generally and, as a condition to Participant participating in any Activity, Adult hereby (1) ASSUMES ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVES, RELEASES, and AGREES NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Powdr - Copper Mountain LLC, Woodward Camps, Inc., POWDR Corporation, the United States, The Village at Copper Association, Inc., 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 equipment manufacturers and distributors (collectively, the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (3) AGREES TO INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action,

