

**Please print, sign, & send your waiver**

Please return the signed waiver through the modern day magic of...

Email: [seasonpass@coppercolorado.com](mailto:seasonpass@coppercolorado.com).

Fax: 970-968-3347

Snail Mail: PO Box 3008, Copper Mountain, CO 80443

(Waiver is on the next page of this document)

COPPER MOUNTAIN RESORT

2010 – 2011 SEASON AND MULTIPLE DAY PASS, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. "Holder" means the person for whom this season or other multiple day pass is purchased. "Undersigned" means only Holder when Holder is age 18 or older OR it means both Holder and Holder's parent or legal guardian when Holder is under the age of 18. "Released Parties" means Powdr-Copper Mountain LLC, Powdr Corp., The Village at Copper Association, Inc., the United States, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. "Activity" means without limitation skiing, as that term is used in the Colorado Ski Safety Act, and any other use of the ski area facilities, including but not limited to ski slopes or trails, terrain parks, tubing hill, ice skating rinks, or the lifts.

2. Risks of Activity. 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. WARNING - UNDER COLORADO LAW, A SKIER ASSUMES THE RISK OF SKIING AND MAY NOT RECOVER FROM ANY SKI AREA OPERATOR FOR ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING, INCLUDING, WITHOUT LIMITATION, CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS; STUMPS; TREES; COLLISIONS WITH NATURAL OBJECTS; MAN-MADE OBJECTS, OR OTHER SKIERS; VARIATIONS IN TERRAIN; AND FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES. Undersigned agree and understand that taking part in any Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The risks and dangers of any Activity include, but are not limited to, falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls, ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN ANY ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Duties of Holder and Use of Pass. Holder assumes the responsibility of maintaining control at all times while engaging in any Activity. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, Undersigned understand that a minor Holder may use the ski lifts without an adult present and Undersigned assumes all risks associated with a minor Holder using the ski lifts without an adult. Holder acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Holder understands that entering or skiing in a "CLOSED" area is illegal. The ski area operator has the right to confiscate or revoke the privileges conferred by the pass where the sole judgment of any of the ski area's representatives, Holder: a) acts in any manner that endangers or may endanger the safety of Holder or any other person; b) violates the law; c) provides ski lessons or related services for compensation without express authorization; d) engages in misconduct or creates a nuisance; e) violates "Your Responsibility Code"; f) skis recklessly (high speed, jumping or tucking, out of control or straight down a run) - when skiing Holder must avoid other skiers, trail groomers, maintenance vehicles, snowmobiles or objects below them; g) skiing on closed trails or in closed terrain; h) is impaired from or uses alcohol or drugs, i) uses abusive language (swearing or cursing); or j) displays poor or unsafe etiquette including skiing at speeds higher than rest of traffic on a run. Some of these acts may also be prosecuted as a criminal offense. The pass is NOT TRANSFERABLE and CANNOT BE RESOLD. The pass may be confiscated with no re-issue, if in the sole judgment of the ski area operator, or its representatives, it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Holder acknowledges his/her affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

4. Release, Indemnification, and Assumption of Risk. In consideration of Holder being permitted to participate in any Activity, Undersigned agree as follows:

(a) Release. UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Holder's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Holder's participation in any Activity. Undersigned's foregoing indemnification obligation survives and continues after the period of Holder's participation in any Activity.

(c) Assumption of Risk. Undersigned agree and understand that there are dangers and risks associated with the participation in any Activity and that INJURIES AND/OR DEATH may result from participating in any Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this Agreement, Undersigned recognize that property loss, injury and death are all possible while participating in any Activity. RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR HOLDER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF PARTICIPATION IN ANY ACTIVITY, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Minor Acknowledgment. In the case of a minor Holder, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Holder, under penalty of fraud, represents that he/she is at least 18 years of age. If signing this Agreement as the parent or guardian of a minor Holder, signing adults represent that they are a legal parent or guardian of the minor Holder.

6. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to provide treatment and/or call for medical care for Holder or to transport Holder to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous. Undersigned further agree and understand: (a) Holder will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Summit County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; and (d) Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of Undersigned that this Agreement is binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Holder / / Signature of Holder / /
Date of Birth Date

Printed Name of Parent/Legal Guardian #1 / / Signature of Parent/Legal Guardian #1 / /
Date Date

Printed Name of Parent/Legal Guardian #2 / / Signature of Parent/Legal Guardian #2 / /
Date Date

Address Telephone

Emergency Contact: Printed Name Telephone NAME/RELATION