

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.
READ CAREFULLY BEFORE SIGNING.

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.

NATIONAL SPORTS CENTER FOR THE DISABLED 2015-2016 WINTER VOLUNTEER

The volunteer identified below is at least 18 years old, or if volunteer is younger than 18 (the "Minor"), the Minor's parents or legal guardian has read this agreement and has signed it on behalf of him/herself and the Minor. The adult volunteer or the Minor's parent or legal guardian, will be referred to herein as "Adult". Adult and Minor are collectively referred to as the "Undersigned". "Volunteer" refers to the person actually participating in the volunteer or intern activities for the National Sports Center for the Disabled ("NSCD") at Winter Park Resort ("Resort") or elsewhere. Undersigned understand and agree that skiing, assisting with, preparing for or tearing down a venue, as well as participating in the course or trail preparation, monitoring or governance of an activity, competing in, assisting NSCD participants and staff in preparing for, training for and racing, teaching or instruction, equipment preparation or maintenance, assisting with administrative tasks, assisting program participants, their families or NSCD staff which may include assisting with loading and unloading participants and their equipment on and off lifts and/or any other uses of the Resort and any NSCD facilities, including the use of the lifts (each hereinafter an "Activity") can be HAZARDOUS. **The Undersigned understand and agree that Volunteer will not be permitted to take part in an Activity 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 EVERY DAY VOLUNTEER ENGAGES IN ANY ACTIVITY DURING THE 2015-2016 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 A WRITING SIGNED BY THE NSCD'S AUTHORIZED REPRESENTATIVE. AT THE VOLUNTEER'S OWN INITIATIVE HE/SHE IS AGREEING TO BE A VOLUNTEER. THE UNDERSIGNED UNDERSTAND AND AGREE THAT VOLUNTEER IS NOT AN EMPLOYEE OF THE NSCD OR THE RESORT REGARDLESS OF ANY NON-CASH REMUNERATION FOR TIME AND SERVICES WHICH HE/SHE MAY RECEIVE. THE UNDERSIGNED UNDERSTAND AND AGREE THAT AS A VOLUNTEER, VOLUNTEER IS NOT COVERED BY WORKERS' COMPENSATION AND THE VOLUNTEER IS ENCOURAGED TO HAVE HIS/HER OWN MEDICAL INSURANCE COVERAGE.

Undersigned are advised, understand and agree 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"). **IN ADDITION, ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HERSELF 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 REGARDLESS OF WHERE THE ACTIVITY OCCURS EVEN IF OUTSIDE THE STATE OF COLORADO.**

The Undersigned understand and agree that participating in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.** The Undersigned understand and agree that the Activity involves strenuous activity at high altitude and hereby assumes those risks. The Undersigned understand and agree that risks associated with participating in an Activity, in addition to those previously listed or described below, include, but are not limited to equipment malfunction, variable and changing surface conditions, marked and unmarked obstacles, deep snow conditions and tree wells, rugged mountainous terrain, slick or uneven riding and walking surfaces, surfaces covered with ice and snow, unstable ice and snow, including but not limited to slides and avalanches, strenuous activity, wildlife encounters, falling trees and limbs, high elevation, and sharing ski area facilities and Activity venues with people directly involved and/or not directly involved in the Activity. The Undersigned understand that snowmobiles, snowmaking, snow grooming and vehicles and other equipment may be encountered at any time and Volunteer must be alert for and avoid such equipment. The Undersigned recognize that falls and collisions occur and **INJURIES or DEATH** may result from Volunteer's participation in an Activity. Undersigned understand and agree that there are risks involved in decision-making and conduct of NSCD or Resorts employees involved with an Activity, including, but not limited to, the risks associated with decisions made by Resort personnel to open and/or close terrain, and the risks involved with rescue operations and/or medical care conducted or provided by Resort personnel inside or outside of Resort boundaries. Undersigned also understand and agree that there are risks involved with storing and/or leaving ski equipment at the Resort and that NSCD and Resort shall not be responsible for any loss of or damage to Undersigned's equipment.

Undersigned agree to inspect before use all equipment offered for use by the NSCD or Resort including, but not limited to, rental ski, snowboard, adaptive equipment, boots, bindings, ice skates, exercise equipment, ropes, tethers, clips or other equipment (the "Equipment") and ask questions of NSCD or Resort's employees if Volunteer does not fully understand how to use either the Equipment or Resort's facilities. Undersigned warrant that information provided to rental, NSCD, 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 helmet size and fit and binding or other settings and authorizes employees of the NSCD or Resort, other than the technician performing the fitting and adjusting, to verify the helmet size and fit and other such settings.** Undersigned understand that, although Volunteer may be wearing a helmet, **a helmet cannot guarantee Volunteer'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 and agree 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, ski boarding, and some adaptive equipment, 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 Volunteer uses for an Activity and to return any Equipment believed by Volunteer to be damaged or defective in any way either before use or promptly after discovery for replacement or repair. 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. **RECOGNIZING THE RISKS, 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 risks and dangers associated with the Activities and the use of the facilities of the Resort generally and, as a condition to Volunteer engaging in any Activities agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Volunteer 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 U.S. Holdings, Inc., the NSCD, the United States, Winter Park Village Company Master 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 (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (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 Volunteer or caused to others or their property by Volunteer. 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 understand and agree that the operator of a venue for an Activity shall have the right to confiscate or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative Volunteer 1) acts in any manner that endangers or may endanger the safety of Volunteer or any other person; 2) violates the law; 3) provides ski lessons, guided tours 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.

The Undersigned represent and warrant that Volunteer understands and acknowledges he/she has been informed of and understands all rules and regulations of participating in the Activity. Volunteer is responsible for reading, understanding and complying with all signage, including instructions on the use of the lifts. The Undersigned recognize that Volunteer must have the physical dexterity and knowledge sufficient to safely participate in the Activity including to safely load, ride and unload the lifts and assist participants in the same if that is part of the Activity for Volunteer. Undersigned authorize the Resort, the NSCD and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Volunteer or to transport Volunteer to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agrees that upon Volunteer's transport to a facility or hospital that the Resort and their personnel shall not have any further responsibility for Volunteer. Undersigned also consent 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 Volunteer. Undersigned knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resort to exercise its best judgment in undertaking such Care. Further, Undersigned agree on behalf of him/herself and Minor Volunteer to pay all costs associated with such Care and transportation provided for Volunteer and to indemnify and hold harmless the indemnified Parties from any resulting costs.

Undersigned give the NSCD and the Resort permission to take and use photographs, video recordings, or movies of Volunteer taken during an Activity and use and sublicense such materials for any purpose in promoting the NSCD and Resort or related activities of the NSCD and the Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

In consideration for participation as a Volunteer, 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 in Grand County, Colorado or in Federal Court for the District of Colorado. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO APPLICATION OF 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 ACTIVITY. 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.

Executed this _____ day of _____, 201_____

PRINT Name of Volunteer

Signature of VOLUNTEER

Address of Volunteer

____/____/____
Volunteer's Date of Birth

PRINT Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Emergency Contact: _____ (____) _____