

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

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

2012 WINTER PARK SKI-MUSIC FESTIVAL

"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 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 activities of Winter Park Resort ("Resort") and/or the Winter Park Ski-Music Festival ("Festival"), is referred to herein as "Participant". In consideration of being permitted to engage in the activities of Resort and/or the Festival, **Undersigned hereby agree to all of the terms and conditions of this Warning, Assumption of Risk, Release of Liability, Indemnity Agreement and Consent for Medical Treatment ("Agreement"), without exception or reservation of any kind, and acknowledge that in the absence of this Agreement Participant will not be permitted to engage in such activities due to the hazards and risks thereof. Undersigned understand the following applies whenever Participant participates in any Festival Activity or otherwise uses the facilities of the Resort.**

Undersigned agree and understand that skiing, snowboarding, tubing, ice skating, snowshoeing, Ski/Ride School participation, use of rental equipment and/or any other uses of the area, facilities, activities or equipment of the Resort, (each hereinafter a "Resort Activity" or "Resort Activities" collectively) can be **HAZARDOUS**. Undersigned agree and understand Participant's travel from their travel origin to Grand County, Colorado, travel from Grand County, Colorado to their travel origin, travel within Grand County, Colorado to and from Winter Park Ski-Music Festival events and non-sponsored activities, overnight lodging, performances and performance sites, use of Festival performance equipment, and/or awards ceremony facilities & equipment, and/or any other activities including events and any use of equipment related to the Festival (each hereinafter a "Festival Activity" or "Festival Activities" collectively) can also be **HAZARDOUS**. Undersigned understand the following applies whenever Participant participates in any Resort Activity or Festival Activity.

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY RESORT ACTIVITY OR FESTIVAL ACTIVITY OF THE 2012 WINTER PARK SKI-MUSIC FESTIVAL 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 WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE RESORT.

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 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.**

Participant assumes the responsibility of maintaining control at all times while skiing or engaging in Resort Activities. Adult agrees to read or 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 all signs and warnings posted at the Resort and Festival. Undersigned understand that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts without assistance. Undersigned assume the risks of Participant riding the lifts and engaging in activities accessible from the lifts. Undersigned are 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 understand that the use of Resort facilities and Festival facilities involves risks mentioned above, as well as, but not limited to, high elevation, wildlife encounters, marked and unmarked obstacles, falling trees and limbs, slick or uneven walking surfaces, surfaces covered with ice and snow, unstable ice and snow, rugged mountainous terrain, acts of other skiers and equipment malfunction. Undersigned understand that there are risks involved in decision-making and conduct of Resort's employees and Festival's employees involved with the Resort Activities and Festival Activities, 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 Resort Activities and Festival Activities appropriate or inappropriate for the Participant.

Undersigned understand that entering or skiing in a "CLOSED" area is illegal and that skiing outside the Resort's boundaries, is more dangerous than skiing within such boundaries. Undersigned agree to inspect before use all equipment offered for use by Resort including, but not limited to, rental skis and snowboards, boots, bindings, ski bike, ice skating equipment, tubing or exercise equipment or other equipment (the "Equipment") and ask questions of Resort's employees if Participant does not fully understand how to use either the Equipment of Resort's facilities. Undersigned warrant that information provided to rental and ski/snowboard 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 settings and authorizes employees of the Resort, other than the technician performing the fitting and adjusting, to verify the helmet size and fit and binding settings.** Adult understands that although Participant may be wearing a helmet, a helmet 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. **Undersigned understand 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 and 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 accept for use "AS IS" any Equipment Participant uses for a Resort Activity and Festival Activity and agree either before use or promptly after discovery for replacement or repair any Equipment believed by Participant to be damaged or defective in any way. Adult accepts full responsibility for the care of the Equipment used for a Resort Activity and/or Festival Activity, and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned. Undersigned understand that additional fees may be required for use of the facilities, Equipment, ski instruction or other services provided by the Resort and that age and height restrictions may apply to limit participation in some Activities and at some facilities.

ADULT AGREES AND UNDERSTANDS THAT MINOR MAY BE USING SKI LIFTS WITHOUT A SKI INSTRUCTOR OR OTHER ADULT PRESENT AND THAT MINOR MAY ENTER AND USE FREESTYLE TERRAIN INCLUDING NATURAL AND MAN-MADE FEATURES. USE OF SUCH TERRAIN CAN INVOLVE ADDITIONAL RISKS AND HAZARDS TO PARTICIPANT. UNDERSIGNED ACKNOWLEDGE THAT PARTICIPATION IN THE CHILDRENS' OR ADULTS' SKI/SNOWBOARD SCHOOL DOES NOT AND CANNOT ELIMINATE THE RISKS OF SKIING OR RISKS IN USING SKI LIFTS.

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 Resort Activities and Festival Activities and use of the facilities of the Resort generally, and as a condition to Participant engaging in the Resort Activities and Festival Activities agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Resort Activity and Festival Activity; (2) WAIVE, RELEASE and NOT TO SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against, Intrust/Winter Park Operations Corporation, Winter Park Recreational Association, the City and County of Denver, Intrust US Holdings, Inc., the United States, J&J Music Festivities, Inc., Winter Park Ski-Music Festival, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, volunteers, and agents, as well as any Resort Activity and Festival Activity sponsors, vendors, and Equipment manufacturers and distributors (hereinafter the "INDEMNIFIED PARTIES") that are based on, arise or result from, in whole or in part, participation in Resort Activities and Festival Activities; (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 Resort Activity and Festival Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. 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.

The Resort and Festival shall have the right to confiscate or revoke the privileges conferred by a ticket/pass or other invitation where in the sole judgment of either of their representatives 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 Resort representative it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledge the affirmative duty to immediately notify the issuer if Participant's ticket/pass is lost or stolen.

Adult authorizes the Resort 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 Resort and Resort personnel shall not have any further responsibility for Participant. Adult also consents 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. Adult knowingly and voluntarily consents in advance to such Care 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 Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

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

In consideration for accessing the facilities of the Resort and Festival, Adult agrees for him/herself and Minor that ALL claims arising from or related to any Resort Activities and/or Festival Activities, 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 Grand County District Court or in the 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, THE MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY RESORT ACTIVITIES AND FESTIVAL ACTIVITIES.** This Agreement shall be binding upon Undersigned's successors, assignees, subrogs, 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 _____, 20__

PRINT Name of PARTICIPANT

Signature of PARTICIPANT

BIRTH DATE of PARTICIPANT: ____/____/____
Month Day Year

If PARTICIPANT is under the age of 18:

PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

Signature of PARENT or LEGAL GUARDIAN