

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

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

STEAMBOAT ADAPTIVE RECREATIONAL SPORTS 2011-2012 WINTER PROGRAM PARTICIPANT

The participant identified below is at least 18 years old, or if participant is younger than 18 or is otherwise a protected person ("Protected Person"), the Protected Person's parent or legal guardian, has read this agreement and has signed it on behalf of him/herself and the Protected Person, if applicable. The adult participant or the Protected Person's parent or legal guardian will be referred to as "Adult," and Adult and the Protected Person are collectively referred to as "Undersigned." "Participant" refers to the person actually taking part in the Steamboat Adaptive Recreational Sports ("STARS") program and/or using or renting any of the equipment of STARS and/or the Steamboat Ski Resort ("Resort") as described below (collectively "Activities," individually an "Activity"). **The Undersigned understand that Participant will not be permitted to take part in the 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 EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2011-2012 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 AND SIGNED BY STARS' 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 otherwise 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 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 PROTECTED PERSON, 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.**

Undersigned assume the responsibility of Participant maintaining control at all times while involved in any Activity. Adult agrees to read and to have Protected Person read and if necessary explain to Protected Person, all posted signs and warnings including instructions on use of lifts and equipment and Undersigned agree that Participant will obey those signs and warnings located on the property or at any facility or premise of the STARS and with Resort and to obey instructions from STARS or Resort staff. Undersigned understands that entering or skiing in a "CLOSED" area is illegal. Undersigned understand that fees may be required for use of the facilities, equipment, ski instruction or other services provided by STARS. Participation in an instructional program does not eliminate the inherent risks of skiing or of riding lifts. Undersigned understand that Participant must have the physical dexterity and knowledge, with such assistance as STARS may offer to safely load, ride and unload the lifts. Undersigned assume the risks of Participant's riding the lifts and engaging in Activities accessible from the lifts. Adult agrees and understands that Protected Person will or may be using ski lifts without an instructor or other adult present and that the Protected Person may be entering into and using the freestyle terrain features contained in terrain parks. Undersigned are advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that Participant must be alert for and avoid such equipment. Adult understands that there are risks involved in decision-making and conduct of STARS and Resort's employees and volunteers involved with the Activities, including, but not limited to, the risk that an instructor/guide may misjudge Participant's abilities, or conditioning, or some aspect of Participant's mental, emotional or physical state, or misjudge weather, terrain, snow condition, or route, making a certain portion of an Activity appropriate or inappropriate for the Participant and Adult on his/her own behalf and, if applicable, on behalf of the Protected Person, accepts these risks. Undersigned understand that the use of the ski area facilities involves risks including, but not limited to, high elevation, wildlife encounters, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, unstable ice and snow, falling trees and limbs, rugged mountainous terrain, dehydration, overexertion, acts of other skiers and equipment malfunction. Undersigned agree and understand that participating in the Activities is **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH. DESPITE ALL THESE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITIES OR TO PERMIT THE PROTECTED PERSON ON WHOSE BEHALF ADULT IS SIGNING, TO PARTICIPATE IN THE ACTIVITIES.**

Undersigned agrees that Participant is responsible for reading and will obey all posted signs and warnings, including instructions on use of lifts and rental or other equipment and that the Protected Person will be so instructed. Undersigned understands that entering or skiing in a "CLOSED" area is illegal. Undersigned agree to inspect, before use, all equipment offered for use by STARS and/or Resort, including, but not limited to, rental ski, snowboard, snowbike, boots, bindings or ice skating, tubing or other equipment, including adaptive equipment (collectively, "Equipment") and ask questions of STARS or Resort employees if Participant does not fully understand how to use the Equipment or STARS' or Resort's facilities. Undersigned accept for use "AS IS" any Equipment Participant uses for an Activity. 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 not returned on time or returned in a damaged condition. Adult understands that he/she may not be available or present when the Protected Person'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 STARS or Resort, other than the technician performing the fitting and adjusting, to verify the helmet size and fit and adjustment of binding settings. Undersigned understand 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, telemark skiing, snowblading, sit-skiing 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.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of the Protected Person acknowledges the risks and dangers associated with the Activities and the use of the facilities of STARS and Resort generally and, as a condition to Participant engaging in any Activities agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Steamboat Adaptive Recreational Sports, Steamboat Ski &

Resort Corporation, Intrawest US Holdings, Inc., the United States, Disabled Sports USA 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 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 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.

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 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 similar services for compensation at Resort without express authorization of Resort; 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 STARS or 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.

Undersigned acknowledge and agree that he/she is responsible for determining Participant's medical, physical or other qualifications or suitability for participating in the Activities. Undersigned warrant that the Participant is in good health and there are no special problems associated with his/her care, except as disclosed to STARS in writing and presented to STARS together with this Agreement. 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 any such medical facility or hospital that STARS, Resort and their 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 the Protected Person. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians, STARS and Resort to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Protected Person 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.

Further, the Adult grants to Resort and STARS the absolute and irrevocable right and unrestricted permission with respect to any photographic portraits, pictures, motion pictures and/or video tapes of Participant or in which Participant may be included with others, to copyright the same in its name, to use, reuse, publish and republish the same in whole or in part, individually or in conjunction with other photographs and in conjunction with any printed matter, in any and all media now or hereafter known, and for any purpose whatsoever, for Resort and STARS, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration and to use Participant's name in connection therewith. Undersigned on behalf of him/herself and Participant hereby release and discharge the Indemnified Parties from any and all claims and demands arising or which might arise out of or in connection with the use of any such photographic material, including without limitation any and all claims for libel or invasion of privacy.

In consideration for participating in the STARS program and accessing the facilities of Resort, Adult agrees for him/herself and Protected Person 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 **Routt County Colorado District Court** or in **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 THE PROTECTED PERSON AND THAT THE PROTECTED PERSON WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF THE PROTECTED PERSON, THE PROTECTED PERSON WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** 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 Participant

Signature of Participant if other than Protected Person

Participant's Date of Birth

Name of Parent/Legal Guardian of Protected Person

Signature of Parent/Legal Guardian