



I agree to indemnify, defend, and hold harmless Companies and their employees, agents, volunteers, and insurers of the above from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs, and expenses incurred by Companies as a result of my unlawful actions or failure to act during the Event.

I give permission for each of the Companies to use my biography, name, and likeness in connection with the Event, and any publicity, advertising, and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I hereby assign to Companies all rights I may have to my biography, appearance, name, voice, photo, video, or film likeness that have been recorded in connection with the Event.

This Agreement is a legally binding agreement construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void, illegal, or unenforceable shall be severed and not affect the validity or enforceability of any other provisions. This Agreement will be construed pursuant to the laws of the State of Colorado and I agree not to contest this choice of laws provision in any legal action.

**Risks of Event; Assumption of Risks.** I acknowledge that racing (whether skiing or snowboarding) is an **INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE EVENT.**

The possible injuries from, and risks and hazards and dangers of, the Event include, but are not limited to: muscular and cardiovascular stress; death; the potential for serious bodily injury; paralysis; brain damage; heart attacks; strokes; disfigurement; heat stress and/or heat stroke; concussions; physical exertion; hearing loss; torn or damaged muscles or ligaments; broken bones; allergic reactions; burns; sprains; bruises; scrapes; contraction of infectious diseases or illnesses; aggravation of pre-existing injuries or medical conditions; pain and suffering; loss of consortium, love, affection, comfort, companionship, or care; complications arising from personal mental, physical, or emotional state; lost wages or lost earning capacity; other disability, impairment, incapacity, accidents or incidents that may result in injury or damage; collision with vehicles, mechanics, volunteers, spectators, officials, coaches, other racers or participants, and fixed or moving objects, whether man-made or not; road, course, or surface conditions and hazards, including without limitation, water, slick or uneven surfaces, marked and unmarked obstacles, and man-made objects (including, without limitation, snowmaking equipment, grooming vehicles, snowmobiles, other participants, power poles and a multitude of other object, vehicles, and equipment are inherent to the sport of skiing and/or snowboarding); loose, unpacked, or inconsistent snow; drop-offs; bare ground; rocks; stumps; trees; debris; barriers; fences; lift towers; ruts; avalanches; cornices and crevasses; bumps; moguls; bare spots; thin cover; tree wells; roots and branches; downed timber and other forest growth; drainage channels; streams; creeks; holes; and other rugged mountainous terrain; the negligence or failure of myself or others to act safely or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility; storms; lightning; hail; snow and other adverse weather; becoming lost or separated; lack of shelter; equipment failure or inadequate safety equipment; adverse weather conditions; natural disasters; visibility; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; frostbite and/or hypothermia; high elevation; altitude sickness; permanent mental and/or physical disability and/or distress; drowning; exposure to extreme conditions and circumstances; exposure to contagious viruses and diseases (including COVID-19); loss or damage to property; imperfect trail, road, or other course conditions; participants of varying skill levels; accidents; tripping; falling down or loss of balance; slips; loss of footing or balance, including but not limited to "slip and falls"; illness; danger from adverse weather; water; variations in terrain; encounters with wild and domestic animals; inadequate safety measures; unmaintained and/or unmarked trails, roads, bridges, or other surfaces; equipment failure, malfunction, damage, or misuse; acts of terrorism or criminal activity; NEGLIGENCE OF THE COMPANIES; and the negligence of others.

**I ACKNOWLEDGE THAT THE DANGERS, RISKS, AND INJURIES LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE EVENT MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS. RECOGNIZING THE RISKS AND DANGERS, I UNDERSTAND THE NATURE OF THE EVENT AND VOLUNTARILY AND WILLINGLY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF PARTICIPATION IN THE EVENT, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

**I HAVE CAREFULLY READ THIS AGREEMENT (AND THE TERMS ON THE OTHER SIDE OF THIS PAGE, WHICH ARE INCORPORATED INTO THIS AGREEMENT), AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM WAIVING AND RELEASING SUBSTANTIAL LEGAL RIGHTS THAT OTHERWISE MAY EXIST. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**ACKNOWLEDGED AND AGREED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email

**IF YOU ARE UNDER THE AGE OF 18, THE FOLLOWING SECTION MUST BE COMPLETED:**

I represent that I am a parent or legal guardian of the minor who has signed this Agreement, I hereby consent and agree that we both shall be bound thereby.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date