NASTAR RACER PARTICIPATION WAIVER, RELEASE, AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING

I hereby acknowledge that Aspen Skiing Company, LLC ("ASC"), through its employees, agents, and volunteers, has advised me of my responsibilities as a participant and competitor in the Aspen Mountain and Snowmass Mountain ski area NASTAR race courses (the "Competition") during the 2018-2019 ski season. I hereby agree to be held to the same responsibilities as a competitor, as set forth in the Colorado Ski Safety Act of 1979, Section 33-44-110. In relevant part, this section states:

Competition.

(1) The ski area operator shall, prior to use of any portion of the area made available by the ski area operator, allow each competitor an opportunity to reasonably visually inspect the course, venue or area.

(2) The competitor shall be held to assume the risk of all course venue or area conditions including, but not limited to, weather and snow conditions; obstacles, course or feature location, construction or layout, freestyle terrain configuration and conditions; and other courses, layouts, or configurations of the area to be used. No liability shall attach to a ski area operator for injury or death to any competitor caused by course, venue, or area conditions that a visual inspection should have revealed or by collisions with other competitors.

I agree that prior to participating in the Competition I will take the opportunity provided by ASC to visually inspect the course venue, facilities, and all areas related thereto. I HEREBY ACCEPT AND ASSUME THE RISK OF ALL COURSE CONDITIONS FOR THE COMPETITION INCLUDING, BUT NOT LIMITED TO, THE COURSE LAYOUTS, COURSE FACILITIES AND AREAS, AND THE COURSE CONDITIONS AS THEY EXIST AND AS THEY MIGHT CHANGE DURING THE EVENT.

I recognize that ski racing can be a hazardous activity. I UNDERSTAND THAT PARTICIPATION IN THE COMPETITION HAS INHERENT DANGERS AND RISKS FOR ANY PARTICIPANT. I HEREBY ACCEPT AND ASSUME ALL RISKS OF CONDITIONS AS THEY EXIST AND AS THEY MAY CHANGE DURING THE COMPETITION, INCLUDING, BUT NOT LIMITED TO ANY PRACTICE, TRAINING AND RACING. I HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE AND AGREE TO SAVE HARMLESS, INDEMNIFY, AND FOREVER DEFEND ASC and its owners, officers, agents, employees, volunteers and sponsors (including NASTAR) from and against any claims, actions, suits, expenses (including reasonable attorney's fees), liabilities, and NEGLIGENCE arising directly or indirectly out of my participation in the Events and/or use of any related facilities, including without limitation, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, paralysis, death and property damage. **I intend that the terms of this indemnification agreement shall be severable and that any dispute arising hereunder shall be adjudicated under the laws of Colorado and exclusive venue for any such dispute shall be in Pitkin County District Court, Aspen, Colorado, or in the Federal District Court for the State of Colorado.**

SIGNATURE of Race Participant Executing this Release	PRINT Name of Race Participant Executing this Release	PRINT Date of Birth