

PARTICIPATION WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In consideration for my being permitted by Aspen Skiing Company, LLC, ("ASC") and the Event organizers (The Diva Group Inc.) to participate as a competitor in the "Aspen World Synchro Championships 2018" at Aspen Mountain, Pitkin County, Colorado, on April 11th, 12th and 13th of 2019 (the "Event"), I agree to the following Waiver, Release, and Indemnification:

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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.
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I AM AWARE AND ACKNOWLEDGE THAT SKIING AND/OR SNOWBOARDING AT HIGH ALTITUDE POSES INHERENT DANGERS AND RISKS FOR ANY COMPETITOR AND IS PHYSICALLY DEMANDING. I AM VOLUNTARILY PARTICIPATING IN THIS EVENT WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH. I FURTHER ACKNOWLEDGE AND AGREE TO WEAR A PROPERLY FITTING SNOW SPORTS HELMET WHILE PARTICIPATING IN THE EVENT.

I warrant that I am in good health and there are no special problems associated with my care. I: 1)authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for me; 2)accept responsibility and agree to indemnify the Released Parties for all such medical expenses; 3)hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from participation in the Event; 4)agree to defend and indemnify the Released Parties for any and all claims arising from treatment brought by me, my heirs, successors, executors and/or subrogors; 5)irrevocably grant ASC and the Event organizers, the right of publicity to own and use any image(s) collected of me while participating in the Event, and these rights will in no terms be extended beyond the purpose of promoting the Event and related events, and will not imply endorsement of any products of the Event sponsors

Lastly, I for myself, my heirs, successors, executors, and subrogors, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ASC, the Event organizers, and their respective owners, directors, officers, agents, and employees (the "Released Parties") from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees), and ORDINARY NEGLIGENCE, of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my participation and competition in the Event, including without limitation, training and practice, my use of the facilities or my presence at the facilities or the site, whether such damage, loss, injury, paralysis or death results from the ORDINARY NEGLIGENCE of the Released Parties, or from some other cause. I intend that all terms of this Agreement be binding on my heirs and estate. I further intend that the terms of this Agreement shall be severable.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY AGREE TO AND SIGN THIS PARTICIPATION, WAIVER, AND RELEASE AGREEMENT.

Signature of Participant

Date

Print Name of Participant

PARTICIPATION WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In consideration for my being permitted by Aspen Skiing Company, LLC, ("ASC") and the Event organizers (The Diva Group Inc.) to participate as a competitor in the "Aspen World Synchro Championships 2018" at Aspen Mountain, Pitkin County, Colorado, on April 11th, 12th and 13th of 2019 (the "Event"), I agree to the following Waiver, Release, and Indemnification:

As a condition to being allowed to participate as an Event competitor, I hereby acknowledge and agree to be held to the same requirements as a competitor as set forth in the Colorado Ski Safety Act of 1979, Section 33-44-110, C.R.S., and have been advised accordingly. That 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.

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