

Owl Creek Chase

WAIVER AND RELEASE

I acknowledge that a skiing race has inherent risks and dangers for any competitor, and is physically demanding, that the course is demanding and that weather and course conditions can be variable and can change during the race. I AM VOLUNTARILY PARTICIPATING IN THIS RACE WITH KNOWLEDGE OF THE DANGERS AND RISKS, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I FURTHER AGREE TO ASSESS AND ACCEPT ALL COURSE AND WEATHER CONDITIONS AS OF THE DAY AND TIME OF THE RACE. I understand that it is the racers responsibility to avoid collision with other skiers while on the Snowmass and Buttermilk ski areas.

(please initial)

In consideration of my participation in the activities listed above and the use of property owned by: The Aspen Skiing Company (Snowmass Golf Course, Snowmass and Buttermilk ski areas), The US Forest Service, The Pines HOA, The Town of Snowmass Village, The Sunny Ranch, The East Owl Creek Subdivision HOA, The Pfister Family, The Eagle Pines HOA, The Aspen School District, The Five Trees Metro District & HOA, The Meadowood Metro District & HOA, (The "Property Owners") I, the undersigned user and participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns HEREBY DO RELEASE, the Property Owners, the City of Aspen, its officers, agents, sponsors and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the activities listed above or the use of property owned by the Property Owners, whether that participation or use is supervised or unsupervised, however the injury or damage caused, including, but not limited to, the negligence of the City of Aspen, its officers, agents and employees. I hereby consent to the use by the City of Aspen of any photographs taken of me during city run events, programs, and activities for use in publications, advertisements, or on City of Aspen website. In consideration of my participation and use of property owned by the Property Owners, I, the undersigned, agree to indemnify and hold harmless the City of Aspen, its officers, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatever arising out of or in any way related to my participation or use of property owned by the Property Owners. The terms of this Agreement shall be in full force and effect on the date hereof, the date(s) upon which I participate in the activities listed above, and on any other occasion when I may participate or use of property owned by the Property Owners to participate in the activities listed above.

(please initial)

IF ANY PARTICIPANTS ARE MINORS, A PARENT OR LEGAL GUARDIAN MUST EXECUTE THE INDEMNIFICATION BELOW

In consideration for the above minor being permitted by the City of Aspen to participate in the Activities on or around the above mentioned property, I agree to the following INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT:

The undersigned parent or guardian of the above minor, for themselves and on behalf of said minor, hereby joins in and agrees to the provisions of the foregoing Participation, Waiver, and Release Agreement and hereby agrees to save harmless, indemnify, and forever defend the City of Aspen, its owners, officers, agents, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees) and ORDINARY NEGLIGENCE made or brought by on behalf of said minor, as a result of said minor's traveling and participation in the Activities on or around the above mentioned property, including without limitation, his or her presence and use of City of Aspen's properties or its facilities or equipment, or the property of any other person or his or her presence in the above mentioned property. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law. I authorize City of Aspen personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the minor. I further authorize appropriate medical personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is transported to the medical facility or hospital, City of Aspen shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

I understand that no refunds are allowed for any reason including race cancellation. I also understand that aid stations cut off times will be strictly enforced.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE.

PRINTED NAME of Competitor Executing Release

SIGNATURE of Competitor Executing Release

MINOR + PARENT SIGNATURE (participants under the age of 18 must sign & must have parent's signature)