COPPER MOUNTAIN RESORT
TUBING & KIDS TUBING AREA WAVIER

TUBING AND KIDS TUBING PLAY AREA WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

1. Definitions. "Participant" means the person who is taking part in tubing or any other Activity, and children who are using the kids play area located near the tubing hill at Copper Mountain Resort (the "Resort"). "Undersigned" means Participant when Participant is age 18 or older AND "Undersigned" means both Participant and Participant's parent or legal guardian when Participant is under the age of 18. "Released Parties" means Powdr-Copper Mountain LLC, Powdr Corp., The Village at Copper Association, Inc., the United States, and all of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means participation in tubing, use of the kids tubing carousal and all other toys and features in the kids play area, and/or using any of the facilities of the Resort, including but not limited to use of the tubing hill, lifts, ski slopes, trails, and other equipment, for tubing or otherwise.

2. Risks of Activity. Undersigned agree and understand that participating in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.** Undersigned are advised that a person tubing or using any of the facilities of the Resort is considered a skier. Undersigned acknowledge and understand the dangers and risks of skiing and tubing and understand that Participant, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act. WARNING: UNDER COLORADO LAW, A SKIER ASSUMES THE RISK OF ANY INJURY TO PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING AND MAY NOT RECOVER FROM ANY SKI AREA OPERATOR FOR ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING, INCLUDING, WITHOUT LIMITATION, CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS; STUMPS; TREES; COLLISIONS WITH NATURAL OBJECTS; MAN-MADE OBJECTS, OR OTHER SKIERS; VARIATIONS IN TERRAIN; AND FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE LIST OF DANGERS AND RISKS ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY IS DANGEROUS AND MAY INCLUDE OTHER DANGERS AND RISKS, including, without limitation, falling off the tube; tube collisions, struck by tubes, collisions with others, slips and falls, encounters with snowmobiles and/or other motor vehicles and equipment; lift loading, unloading, and riding; limited access to and/or delay of medical attention; mental distress from participation in the Activity; and negligence of others. Undersigned understand that there are dangers and risks involved in the decision-making and conduct of Resort employees involved with the Activity, including, but not limited to, the risk that an employee may misjudge Participant's abilities, conditioning, or misjudge weather, terrain, snow conditions, route selection, location, or some aspect of Participant's mental, emotional, or physical condition that may make a certain portion of the Activity appropriate or inappropriate for Participant.

3. Duties of Participant. Pursuant to Colorado law, Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including the instructions on the use of the tubing facility, tubing carousal, and the use of lifts. If Participant is a minor, it is the responsibility of Undersigned to read to and explain all instructions and signage to the minor. Participant must have the physical dexterity and knowledge to safely participate in the Activity. Further, Undersigned understand that a minor Participant may use the tubing lifts without an adult present. **For minors who participate in any Activity in the Kids Play Area at the tubing hill, Undersigned understands that a parent or legal guardian must be present in the play area to supervise the Activity of each minor Participant at all times.**

4. Release, Indemnification, and Assumption of Risk. Undersigned understand and agree that this Agreement applies to each and every day Participant engages in the Activity during the 2011-2012 ski season, and that Undersigned's releases and waivers, and obligation to the Released Parties under this Agreement survives beyond the period of Participant's participation in the Activity. In consideration of Participant being permitted to participate in the Activity, Undersigned agree as follows: (a) Release. UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract; (b) Indemnification. Undersigned hereby agree to indemnify, defend, and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity; (c) Assumption of Risk. Undersigned agree and understand that, in addition to the "inherent dangers and risks of skiing", as defined in the Colorado Ski Safety Act, participation in the Activity involves other dangers and risks, which include, without limitation, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned agree and acknowledge that property damage or loss, physical injury, and death are all possible from participation in the Activity. UNDERSTANDING THE DANGERS AND RISKS OF THE ACTIVITY, UNDERSIGNED VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL DANGERS AND RISKS OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Minor Acknowledgment. In the case of a minor Participant, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on Undersigned's behalf, but that Undersigned is also signing this Agreement on behalf of the minor and that the minor is bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the Undersigned parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that the minor would not be permitted to participate in the Activity if Undersigned parent or legal guardian did not sign this Agreement on minor Participant's behalf. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

6. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to provide treatment and/or call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous. Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement is governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim is the District Court of Summit County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Agreement; (d) Undersigned understand and acknowledge that this Agreement is a contract and is binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms are an enforceable contract between the parties. Undersigned agrees that this Agreement is binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

_____ _____

Printed Name of Participant | Signature of Participant | Date

_____ _____

Printed Name of Parent/Legal Guardian #1 | Signature of Parent/Legal Guardian #1 | Date

_____ _____

Printed Name of Parent/Legal Guardian #2 | Signature of Parent/Legal Guardian #2 | Date

_____

Address | Telephone

Emergency Contact: _____

Printed Name | Telephone | name/relation

121341764.3