

2023 ASPEN HIGHLAND SKI PATROL HIRING CLINIC WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, (hereinafter "the Undersigned") acknowledge that participating in the Aspen Highlands Ski Patrol Hiring Clinic (the "Clinic") at Aspen Highlands Ski Area, Pitkin County, Colorado on March _____, 2023, does not constitute employment with Aspen Skiing Company, LLC ("ASC") for any purpose whatsoever. The Undersigned understands and agrees that he/she will not be entitled to any benefits provided under the "Workers' Compensation Act of Colorado" or similar disability benefits provided by ASC to its employees should the Undersigned become physically injured while participating in the Clinic.

The Undersigned further understands that there are significant, unavoidable and inherent dangers and risks involved in any skiing/riding activities and ACKNOWLEDGES THAT THESE DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION:

(1) risks of fatigue and altitude resulting from a physically demanding activities at high altitude;(2) risks arising from changing weather, temperatures, and snow conditions; (3) poor or changing visibility, and; (4) risks associated with moving and working on skis and in ski boots with heavy equipment and material, which include, but are not limited to, toboggans, bundles of bamboo, and signs; (5) and collisions with natural or man-made objects, snow machines and other vehicles, and other skiers or snowboarders.

THE UNDERSIGNED IS AWARE AND ACKNOWLEDGES THAT THE CLINIC POSES RISKS FOR ANY PARTICIPANT. THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING IN THE CLINIC AND ANY RELATED ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH THAT MAY RESULT.

The Undersigned for his/herself, his/her heirs, successors, executors, and subrogors, HEREBY KNOWINGLY AND INTENTIONALLY WAIVES AND RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS Aspen Skiing Company, LLC, its directors, officers, employees, agents, volunteers, and insurers (hereinafter the "Released Parties") from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorneys' fees), including ordinary NEGLIGENCE, whether foreseen or unforeseen, arising directly or indirectly, out of any damage, loss, injury, paralysis, or death to the Undersigned and his/her property as a result of the Undersigned's participation in the Clinic, the Undersigned's use of any equipment or instruction provided by the Aspen Skiing Company, or the Undersigned's presence at the Snowmass Ski Area, whether such damage, loss, injury, paralysis or death results from the ordinary NEGLIGENCE of the Released Parties, or some other cause. The Undersigned intends that all terms of this agreement be binding on his/her heirs and estate.

The Undersigned warrants that he/she is in good health and there are no special problems

associated with his/her care and: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for the Undersigned; 2) accepts responsibility and agrees to indemnify the Released Parties for all such medical expenses; 3) holds a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from participation in the Clinic; 4) agrees to defend and indemnify the Released Parties for any and all claims arising from treatment brought by the Undersigned's heirs, successors, executors and/or subrogors; 5) irrevocably grants the Released Parties the right of publicity to own and use any image(s) collected of the Undersigned while participating in the Clinic, and these rights will in no terms be extended beyond the purpose of promoting the Clinic and related events, and will not imply endorsement of any products the Clinic sponsors, if any. The Undersigned agrees to wear a properly fitting snow sports helmet at all times while participating in the Clinic.

THE UNDERSIGNED FURTHER AGREES THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in Pitkin County District Court, Aspen, Colorado or in Federal Court of the State of Colorado.

This agreement shall be binding to the fullest extent permitted by law. The Undersigned intends the terms of this agreement to be severable and if any provision of contained herein is found to be void or unenforceable, all remaining terms shall be enforceable. This agreement contains the entire, integrated agreement and understanding between and among me and the Released Parties, and that no party is relying on any representation, statement or understanding except as set forth herein.

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

Date: _____ Signature: _____

Print Name: _____

Contact Number: _____