

THE NORTH FACE PEAK2PARK VIRTUAL COMPETITION

SPONSORED COMPETITOR WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. I, the Undersigned, agree and understand that there are serious risks, known and unknown, associated with participating in the Event and that falls, **SERIOUS INJURIES, PERMANENT DISABILITY, AND / OR DEATH** may result from my involvement in the Event. **I UNDERSTAND THAT THIS AGREEMENT IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS. IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE EVENT, I AGREE TO VOLUNTARILY ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage resulting from the Event including, but not limited to any personal injury, death, or property damages resulting from: inherent risks of the Event and related activities, negligence of persons associated with the Event; conditions on or about the premises and facilities; the operation of the equipment; transportation; any other operations associated with the Event; actions or omissions of employees or agents of Mountain Sports International, actions or omissions of the owners and lessors of the premises used to conduct the Event, actions or omissions of sponsors, host area, venue, U.S. Forest Service, advertisers, promoters, instructors, racing associations, and sanctioning organizations, or actions or omissions of other participants, pedestrians or spectators; equipment failure, improper use of equipment; collisions with natural or man-made objects, limited access to medical attention, and inadequacy of medical attention.

2. As used in this Agreement, the **"Participant"** means: The person who is taking part in the sponsored competition in any capacity, including but not limited to, as a competitor, to officiate, observe, work for or participate in any way in the Event noted above or being permitted to enter the location of the Event for any purpose. The **"Undersigned"** means: (a) only the Participant when the Participant is age 18 or older, OR (b) both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. **"MSI"** means Mountains Sports International, Inc. **"Event"** means THE NORTH FACE PEAK2PARK VIRTUAL COMPETITION/PARK AND PIPE OPEN SERIES/ALL MOUNTAIN OPEN SERIES, and all activities comprising or related to the THE NORTH FACE PEAK2PARK VIRTUAL COMPETITION/PARK AND PIPE OPEN SERIES/ALL MOUNTAIN OPEN SERIES.

3. The Undersigned agree and understand that the risk of injury from bicycling, running, riding, jumping, using resort facilities and all other activities and equipment in the Event is **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY, PERMANENT DISABILITY, DEATH, AND / OR PROPERTY DAMAGE**. In consideration for allowing the Participant to participate in the Event, **THE UNDERSIGNED HEREBY RELEASE AND AGREE NOT TO SUE** any person or entity involved with the Event, including but not limited to MSI, THE NORTH FACE, and any sanctioning body or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders or the promoters, sponsors, advertisers, participants, instructors, racing associations, sanctioning organizations or any subdivisions thereof, resort owners and operators, vehicle operators, officials, rescue personnel, consultants, any persons in the Event location or any Restricted Area, owners and lessees of the Event location used to conduct the Event, premises and Event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the Event location, the premises or Event and each of them, their directors, officers, agents and employees (each hereinafter a **"Released Party"**, collectively the **"Released Parties"**) for any property damage (including but not limited to equipment damage), injury or loss to Participant, including permanent disability or death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Event. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party**. Also,

4. In consideration of being allowed to participate in the Event, he **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY TO THE FULLEST EXTENT ALLOWED BY LAW FROM ANY AND ALL LIABILITY** and/or claims for injury, permanent disability, or death to persons or damage to property arising from Participant's participation in the Event, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or breach of any express or implied WARRANTY**.

5. In consideration for allowing Participant to participate in the Event, the Undersigned agree that THIS agreement shall be construed in accordance with, and **GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF UTAH**, without reference to principles governing choice or conflicts of law. In addition, it is agreed that all legal proceedings relating to the subject matter of this agreement, including but not limited to, any and all claims for injury and/or death arising from the Participant's participation in the Event shall be governed by Utah law and exclusive jurisdiction of any claim shall be the **DISTRICT COURT OF SUMMIT COUNTY, UTAH or in the FEDERAL COURT FOR THE STATE OF UTAH** and the undersigned consents and agrees that jurisdiction and venue for such proceedings shall be exclusively with such courts.

6. The Undersigned acknowledge and understand that **the description of the risks listed above are not complete** and that participating in the Event, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Event. By signing this document, the Undersigned acknowledges that the activities in the Event are physically and mentally intense and represents that the Participant is physically fit and sufficiently trained for such activities. The undersigned understand the rules of play and will comply with all such rules and regulations.

7. The Undersigned agree that the Participant is a competitor at all times, whether practicing for Event or in Event. The Undersigned understand that the Participant has the opportunity to inspect the Event course, prior to participating in the Event and that he/she assumes the risk of all course conditions, including but not limited to course construction or layout and obstacles. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED**

