In consideration of Participant's participation in the PARKS JUNIOR SKI RACE CLUB ("CLUB" or “Parks”), the receipt and sufficiency of which is expressly acknowledged, Participant understands, warrants and agrees as follows: *

• Alpine, Nordic and freestyle skiing are inherently dangerous action sports, carrying with them the significant risk of serious personal injury, death and property damage, which risks are substantially increased by practicing for and actually participating in competitive ski racing which is, at least in part, designed to test limits of each Participant's speed, skill and control.

• The elements of nature, mechanical and environmental conditions and risks and other similar factors, which are beyond the control of the CLUB, may, independently or in combination with the Participant's CLUB related activities, cause property damage or severe or even fatal injuries to the Participant or others.

• The CLUB, Midwest Alpine Racing and its member organizations ("MWAR"), the United States Ski Association, The United States Ski Coaches Association, the National Ski Patrol, and the ski area at which any event is held, (collectively, the "Ski Organizations"), cannot control or supervise the activities of other skiers, other participants or spectators in all circumstances and, as a consequence, Participant may be at risk of serious personal injury, death and property damage from these individuals notwithstanding the reasonable efforts of the CLUB, MWAR and/or the Ski Organizations.

• Participant understands that as a condition to his/her participation in the CLUB, Participant shall, at all times be required to exercise reasonable care for his/her own safety and the safety of others, and shall abide by and conduct him/herself in a manner consistent with the rules and regulations of the CLUB, MWAR and the applicable Ski Organizations. If Participant has any questions about these rules and regulations, or is in any way uncertain about the intent or meaning of this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement, Participant will contact the CLUB prior to signing this document.

• Participant grants the right to reproduce, use, exhibit, display, broadcast, and distribute photographed images of me, without compensation, for use in connection with the activities of the CLUB or for promoting, publicizing or explaining the CLUB. These images may appear in any of the wide variety of formats and media now available to the CLUB and that may be available in the future, including, but not limited to print, broadcast, videotape, CD-ROM, and electronic/online media. I release the CLUB, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any re-use, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur in the production of the finished product.

• Participant shall be solely responsible for procuring and wearing the appropriate safety equipment, including (without limitations) head, eye and other protective gear, before and during any practice, race or other activity associated with any CLUB or MWAR event. Accordingly, Participant, for him/her self, spouse, heirs, assigns, related individuals and related entities, does hereby release, waive, absolve, discharge and agree to hold harmless the CLUB, MWAR, and the Ski Organizations, including their representatives, volunteers, officers, directors, employees, officials, coaches, promoters, members, agents, sub-contractors, affiliates, insurers and attorneys (collectively, the "Released Parties"), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or

liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which Participant shall or may have in the future against the Released Parties arising out of, based on, related to or connected with Participant's participation in the CLUB and CLUB related activities. Participant also agrees to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of Participant's participation in the CLUB including, but not limited to, claims for breach of contract, negligence (whether Dell Customer Communication - Confidential caused by the sole negligence of the Released Parties, the concurrent negligence of the Released Parties with Participant or any other person, or otherwise), strict liability, or otherwise. This indemnification obligation and this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement does not, however, absolve the Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their intentional or reckless conduct.

Participant understands that if any fact with respect to which this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement is executed is later found to be other than or different from the fact in that connection now believed by Participant to be true, Participant expressly accepts and assumes the risk of such possible difference in fact and agrees that this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement shall be and remain effective notwithstanding such difference in facts. Participant covenants and agrees to forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them. Participant further covenants and agrees that in the event that Participant is injured during a CLUB related activity, Participant consents to treatment of any injury by an athletic trainer or other professional, subject to the provisions of this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement. Participant authorizes the CLUB, at its discretion, to arrange for transport to a hospital or other medical facility for further medical attention. Participant understands and agrees that the CLUB is not responsible for transporting Participant to a hospital or medical facility that participates in his/her insurance/managed care plan, and Participant represents and warrants that s/he has sufficient medical and accident insurance that will be maintained throughout the entire period of Participant's participation in the CLUB and CLUB related activities, to cover all costs of medical care and treatment required as a result of any injury or accident.

Participant acknowledges that this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement is executed in exchange for the opportunity to participate in the CLUB and the CLUB related activities. This Release of Liability, Agreement Not To Sue, Hold Harmless and

Indemnification Agreement shall remain in force until written revocation thereof is delivered to the CLUB, however, Participant recognizes that such revocation will result in Participant being prohibited from further participation in the CLUB and the CLUB related activities.

PARTICIPANT HAS READ THIS RELEASE OF LIABILITY, AGREEMENT NOT TO SUE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT IN ITS ENTIRETY, UNDERSTANDS IT, VOLUNTARILY AGREES TO IT, AND FURTHER UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. THE PERSON(S) SIGNING THIS DOCUMENT HAVE THE FULL AUTHORITY AND CAPACITY TO DO SO.