

Acknowledgment of Risk and Contract, Waiver, Release and Indemnification

IMPORTANT: THIS IS A LEGAL DOCUMENT; Please read this document carefully before signing. If you have any questions, please consult your attorney.

COLORADO SKI COUNTRY USA wants to inform the winner of the HEAD Golden Ticket sweepstakes that acceptance and use of the Prize is not risk free. The same elements that contribute to the unique character and fun of travel, skiing and snowboarding, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to reduce your enthusiasm for the Prize or its use, but we do want you to know in advance what to expect and to be informed of some of the risks. Please read this document, sign it, and return it to our office.

The parties to this agreement are Colorado Ski Country USA, its agents, members, directors, employees, contractors, sponsors and third parties dealing with Colorado Ski Country USA including Frontier Airlines (collectively referred to as "CSCUSA"), and you, your heirs, your family, agents, assigns, executors, personal representatives and attorneys in fact acting in your behalf both now and in the future ("Prize Winner").

ACKNOWLEDGMENT OF RISK

You, the Prize Winner, need to understand that use of the Prize entails entering an environment with certain risks, including those associated with skiing, snowboarding, and traveling. Travel may be by airplane, car or other modes of transportation. Attendant risks include vehicle accidents and other risks usually associated with such travel. You assume the risk of all travel arranged by yourself or by CSCUSA that is part of your use of the Prize.

Skiing and snowboarding can be hazardous and you are at risk for equipment damage, physical injury, paralysis or death. Among the incidents that can occur in skiing and snowboarding are collisions with stationary objects including trees and falling and colliding with other skiers or snowboarders. If you fall you may hit objects or the terrain in your path. Falling or collisions may cause serious injury. Equipment may fail or be damaged which may also result in injury or death.

This list is not an exclusive or exhaustive list of possible risks, injuries, trauma, or accidents that may occur while using the Prize. Most such injuries and trauma are rare and you are not likely to encounter them, however, they have occurred and you need to know about them, as well as other possible injuries not mentioned above.

Prize Winner agrees to comply with the rules and regulations of all the ski areas at which the Prize is used, including Your Responsibility Code and signing any additional waivers or releases required by ski areas. Prize Winner agrees to comply with any other applicable laws and regulations, including the Colorado Ski Safety Act.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I, my family, including minor children (if any), understand the risks associated with using the Prize and the legal consequences of this document. I state that I have read the above statement on some of the possible risks associated with using the Prize, including but not limited to, the risks of traveling, skiing and snowboarding. I assume full responsibility for myself and my family, including minor children (if any), for bodily injury, death and loss of personal property, and any expenses as a result of my negligence, the negligence of my family, or the negligence of CSCUSA.

I am in good physical condition and able to use the Grand Prize. I agree to indemnify and hold harmless CSCUSA from all claims, damages, losses, injuries and expenses arising out of or resulting from my use of the Prize. This indemnification extends to the members of my immediate family including spouse and children in my household and to others with whom I may share use of the Prize, in whole or in part, from time to time. I agree to indemnify and hold harmless CSCUSA for any costs associated with my death or with any injury I or my minor child or children may receive while using the Prize. I further agree to release, acquit and covenant not to sue CSCUSA, their agents, members, directors, owners or employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of CSCUSA, or my family, myself, or my heirs, against CSCUSA arising out of use of the Prize.

I agree that the site of any lawsuit concerning the Prize or use of the Prize and the law governing any such lawsuit shall be in the State of Colorado, and governed by Colorado law. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original. The terms of this agreement shall continue and be in effect after the Prize has been used. As liquidated damages, I hereby agree that if CSCUSA is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors or by others with whom I have shared use of the Prize in whole or in part, and I agree to pay CSCUSA's costs and attorney fees if they successfully defend such action, lawsuit or litigation. Colorado Ski Country USA hereby gives me notice that it only serves as an agent for hotels, ski companies, transportation companies, land operators, and suppliers of travel services, and that no responsibility or liability is assumed by CSCUSA in connection with any travel service, including but not limited to, airlines, hotels, rental car companies and motor vehicle operators, and that CSCUSA will not be responsible for any act, error, omission, nor any injury, loss, accident, delay, irregularity, or danger by a supplier of travel services to me as a Prize Winner.

I authorize and release to CSCUSA the use of my name, character, photographs, voice and likeness and those of my minor child or children in connection with this or other promotions and waive any claims to royalty, right or remuneration for such use.

I, _____, (Print Full Name), of my own free will, for my family, my minor children (if any), my heirs and executors and myself, have read, understand, accept and acknowledge the risks and liability for myself and my family this day _____ (Date). I have read, understand and agree to the terms and conditions contained herein.

Prize Winner's Signature

Name and age of my minor child on whose behalf I am also signing this Agreement.

Name

Age