

TRACKS, Inc.

**SKIING LIABILITY RELEASE AND WARNING TO PARTICIPANT
(MUST BE OVER 18 -- NO MINORS)**

PLEASE READ CAREFULLY BEFORE SIGNING

I UNDERSTAND AND ACCEPT THE FACT THAT PARTICIPATION IN SNOW SPORTS AND ACTIVITIES INCLUDING CROSS COUNTRY AND NORDIC SKIING, EVEN WALKING ON SNOW AND ICE (HEREINAFTER "SKIING") INVOLVES RISK OF SERIOUS INJURY, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY, PARALYSIS, DEATH AND PROPERTY DAMAGE (the "RISKS"). I UNDERSTAND THAT THESE INJURIES AND DAMAGES MAY RESULT NOT ONLY FROM MY ACTIONS OR NEGLIGENCE, BUT FROM THE ACTIONS, NEGLIGENCE OR OTHER FAULT OF OTHERS, INCLUDING TRACKS, INC. AS A CONDITION OF BEING ALLOWED TO PARTICIPATE IN THIS SKIING EVENT, I HEREBY RELEASE, DISCHARGE AND GIVE UP MY RIGHT TO SUE TRACKS AND THEIR VOLUNTEERS, AGENTS, EMPLOYEES AND INSURERS ("TRACKS") FROM ANY AND ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES, INCLUDING PERSONAL INJURY AND DEATH TO MYSELF BECAUSE I WISH TO PARTICIPATE IN THIS RECREATIONAL EVENT.

I ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL SUCH RISKS, INJURIES AND DAMAGES WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM MY VOLUNTARY PARTICIPATION IN SKIING AND OTHER RECREATIONAL ACTIVITIES I PARTICIPATE IN AT TODAY'S TRACKS EVENT. THIS RELEASE OF LIABILITY INCLUDES NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF TRACKS INCLUDING CONDITIONS ON OR ABOUT THE MEETING AREA, THE SKI COURSE, AND ANY OTHER FAULT OF TRACKS. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST TRACKS, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS TRACKS FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

FURTHER, I STATE THAT I AM IN GOOD PHYSICAL HEALTH AND THAT EXPERIENCE LEVEL AND CAPABILITIES WILL ALLOW ME TO PARTICIPATE IN SKIING ACTIVITIES. BECAUSE I UNDERSTAND THE RISKS INVOLVED IN MY PARTICIPATION IN THIS SPORT, I HAVE CAREFULLY CONSIDERED MY HEALTH AND PHYSICAL ABILITIES, THE ADEQUACY OF MY INSURANCE AND PERSONAL FINANCIAL RESOURCES WHICH WOULD BE AVAILABLE TO PROVIDE FOR MYSELF AND ANY OTHER PERSON WHO MAY BE DEPENDENT UPON ME FOR SUPPORT.

I HAVE READ THIS RELEASE OF LIABILITY, AM SIGNING IT FREELY AND OF MY OWN ACCORD, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE

GREATEST EXTENT ALLOWED BY LAW. I INTEND THAT THIS RELEASE BE AND THIS RELEASE SHALL BE BINDING UPON ME, MY SPOUSE AND FAMILY (IF ANY), MY HEIRS, MY CONSERVATORS, GUARDIANS, PERSONAL REPRESENTATIVES AND ASSIGNS.

I HAVE READ THIS RELEASE OF LIABILITY AND UNDERSTAND THAT I AM GIVING UP THE RIGHT TO MAKE CLAIMS OR FILE LAWSUITS AGAINST TRACKS FOR INJURIES AND OTHER DAMAGES WHICH MAY OCCUR WHILE I PARTICIPATE IN THIS TRACKS SKIING EVENT.

**READ BOTH PAGES CAREFULLY.
THIS IS AN IMPORTANT LEGAL DOCUMENT!
YOU ARE GIVING UP YOUR RIGHT TO SUE TRACKS!
DO NOT SIGN IT UNLESS YOU HAVE READ IT AND UNDERSTAND IT!**

SIGNATURE	PRINTED NAME	Address	Telephone Number	Today's Date