WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

I, participant, acknowledge that participating in XXIII International Polish Championship March 29-31, 2023 at Snowmass Ski Area . ("Event") involves a RISK OF PERSONAL INJURY to me and damage to my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release of Liability. In exchange for being permitted to participate in the Event, I agree to the following:

I am in good health and have no physical conditions that affect my ability to participate in the Event and have not been advised otherwise by a medical practitioner. I agree that before I participate in any portion of Event, I will inspect the related facilities, competition site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in any activity related to the Event until all unsafe conditions have been remedied.

I ASSUME ALL RISKS associated with my involvement with the Event and the risk of injury caused by the condition of any property, facilities, or equipment used during the Event, which may not be reasonably foreseeable by anyone at any time. I agree not to sue NASTAR, the United States Ski Association dba U.S. Ski & Snowboard ("NGB"), the applicable sponsoring ski area where the Event is held, and the Event sponsors, along with their parent companies, affiliates, and their successors, assigns ("Companies"), their respective employees, agents, or other volunteers, and insurers of any of the above for any injuries, losses, damages, claims, liabilities, or expenses that are caused or alleged to be caused by their negligent or reckless acts or omissions, hazards that are normally associated with participating in the Event, or the condition of the property, facilities, or equipment used for the Event.

I agree to indemnify, defend, and hold harmless Companies and their employees, agents, volunteers, and insurers of any of the above from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs, and expenses incurred by Companies as a result of my unlawful actions or failure to act during the Event.

I give permission for Companies to use my biography, name, and likeness in connection with the Event, and any publicity, advertising, and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Companies all rights I may have to my biography, appearance, name, voice, photo, video, or film likeness that have been recorded in connection with the Event.

I agree to wear appropriate safety equipment as established by common safety practices during all activities at the Event. In connection with any injury or other medical conditions I may experience during the Event, I hereby consent to receive medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who may provide medical treatment to me for malpractice.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. This Agreement will be construed pursuant to the laws of the State of Colorado and I agree not to contest this choice of laws provision in any legal action.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

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