



Chris Bove Memorial Uphill Challenge (a/k/a Buttermilk Uphill & Walk-a-thon)

BENEFITING Challenge Aspen's scholarship program and The Children's Hospital Immunodeficiency Program (CHIP) of Denver and dedicated to the memory of Chris Bove

WHEN: Saturday, March 6, 2010 - 7:30 a.m.

WHERE: Buttermilk Mountain

COURSE: 1,800 feet of vertical gain - Government to Jacobs Ladder to Ridge Run to the Cliffhouse restaurant (Course will be marked; course inspection prior to race is recommended.)

COST: \$35 (\$40 day of race). Make checks payable to "Challenge Aspen," and mail check and registration form to Uphill Challenge, Challenge Aspen, PO Box 6639, Snowmass Village, CO 81615, OR drop off at Ute Mountaineer.

REGISTRATION: Pre-register online at www.challengeaspen.org/bmuphill.cfm or at Ute Mountaineer. Register day of race at Buttermilk from 6:45-7:20 a.m.

EQUIPMENT: Anything goes - snowshoes, track skis, telemark skis, heavy metal, or Stabilizers. Results will be posted for "on-foot" and "on-skis" categories.

RACER'S NAME: _____
(Please print.)

Phone: _____ Email: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Equipment: _____ Date of Birth: _____ Age: _____ Sex: _____

Signature: _____

Participants under the age of 18 must have parent's signature, and parents must sign indemnification.

RACERS MUST SIGN WAIVER ON REVERSE.

INDEMNIFICATION

In consideration for the above minor being permitted by the Aspen Skiing Company to participate in competitions at Buttermilk Mountain, I agree to the following:

The undersigned parent or guardian of the above minor, for himself/herself and on behalf of the said minor, hereby joins in and agrees to the provisions of the foregoing Participation, Waiver and Release Agreement printed on this form and hereby stipulates and agrees to save harmless, indemnify, and forever defend the Aspen Skiing Company, its owners, partners, agents, officers, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and NEGLIGENCE made or brought by said minor or by anyone on behalf of the said minor, as a result of said minor's participation in the competitions, including without limitation to, his or her use of the Aspen Skiing Company's property and facilities or his or her presence at Buttermilk Mountain.

Witness

Date

Signature of Parent or Guardian of Minor

PARTICIPATION, WAIVER AND RELEASE AGREEMENT

This is a Release of Liability. Please read carefully before signing.

In consideration for my being permitted by the Aspen Skiing Company and the event organizers to participate in the competition event, an uphill race on snow at Buttermilk Mountain in Aspen, Colorado, I agree to the following waiver and release:

I hereby acknowledge that I have been advised of my responsibility as a Competitor as outlined in the Colorado Ski Safety Act of 1979, Section 33-44-110, which reads as follows:

33-44-110. Competition

(1) The ski area operator shall, prior to the beginning of a competition, allow each competitor a reasonable visual inspection of the course or area where the competition is to be held.

(2) The competitor shall be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, course construction or layout, and obstacles which a visual inspection should have revealed. No liability shall attach to a ski area operator for injury or death of any competitor proximately caused by such assumed risk.

(Please initial.)

I am aware and acknowledge that the race course is demanding and may have variable snow conditions. I agree that the Aspen Skiing Company and event organizers have provided me with the opportunity prior to the beginning of the competition, to visually inspect the course, facilities and area of the competition. I HEREBY ASSUME AND ACCEPT THE RISK OF ALL COURSE CONDITIONS FOR THE RACE, INCLUDING, BUT NOT LIMITED TO, THE COURSE AREA FORMAT AND LAYOUT, THE COURSE FACILITIES AND AREA CONDITIONS, AND WEATHER AND SNOW CONDITIONS AS THEY EXIST AND AS THEY MIGHT CHANGE DURING THE COMPETITION.

I AM AWARE AND ACKNOWLEDGE THAT UPHILL RACING AT HIGH ALTITUDE ON SNOW, HAS INHERENT DANGERS AND RISKS FOR ANY COMPETITOR, AND IS PHYSICALLY DEMANDING. I AM VOLUNTARILY PARTICIPATING IN THE RACE WITH FULL KNOWLEDGE OF THE DANGERS AND RISK INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

(Please initial.)

Lastly, I, for myself, my heirs, successors, executors and suborder, hereby KNOWINGLY and INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE ASPEN SKIING COMPANY, its owners, officers, agents and employees from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my participation and presence at the competition site, whether such damage, loss, injury, paralysis or death results from the NEGLIGENCE of the Aspen Skiing Company, event organizers, their respective owners, officers, employees or agents, or from some other cause.

(Please initial.)

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS PARTICIPATION, WAIVER AND RELEASE AGREEMENT.

Witness

Signature of Competitor Executing Release

Date

Print Name of Participant