

**2011/2012 WINTER DEW TOUR
ATHLETE RELEASE AND WAIVER OF LIABILITY- MINOR
ASSUMPTION OF RISK, INDEMNITY**

WINTER DEW TOUR / Ogden, UT
Description and location of scheduled event(s) "Event(s)"

February 1 – February 17, 2011
Event Date

IN CONSIDERATION OF (a) being permitted to compete, officiate, observe, work for, or participate in any way in a Alli, Alliance of Action Sports event, a multi-sport series of professional action sports competitions, including but not limited to skateboarding, motocross, BMX biking, snowboarding, wakeboarding, and free skiing and related marketing, music and hospitality activities. (hereafter referred to as the "Event(s)"), or (b) being permitted to enter for any purpose any Restricted Area (defined as any restricted area requiring special authorization, credentials, or permission to enter any area where admission by general public is restricted or prohibited), including but not limited to the competition area and the athlete lounge areas EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, parent or legal guardian, heirs, and next of kin states that he/she:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect the Restricted Areas which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about Restricted Areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the Restricted Areas and/or refuse to participate further in the Event(s).
2. On his/her own behalf and also on behalf of his/her personal representative, parent or legal guardian, assigns, heir, and the next of kin, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, Alli, Alliance of Action Sports, LLC., its affiliates and related companies including specifically: NBC Sports Ventures, Inc., Sports Ventures Sub, Inc., and its affiliates, Pepsi-Cola Company, Nike, Inc., Toyota Motor Sales Company, Snowbasin Resort Company, their respective representatives, members, officers and employees, and those in privity with them including without limitation any co-promoters, sport organizers, track designers/builders, participants, sanctioning organizations or any subdivision thereof, including any parents or affiliated entities, rescue personnel, medical personnel, any persons in any Restricted Areas, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who provide recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event (s) and each of them, their directors, officers, agents and employees (all of the aforementioned, for the purposes herein, referred to collectively herein as "Releasees") with respect to ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE UNDERSIGNED OR ANY THIRD PERSON OR PROPERTY, OR RESULTING IN DEATH TO THE UNDERSIGNED OR TO ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OR WRONGDOING, STRICT LIABILITY OR FAULT OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the Event(s), WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s), WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF RELEASEES OR OTHERWISE.
5. HEREBY acknowledges, that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. The UNDERSIGNED authorize and provide full consent to Alli, Alliance of Action Sports, LLC., NBC Universal, NBC Sports Ventures, Inc, and its affiliates, their subsidiaries, affiliates, agents, contractors, vendors, volunteers or others, subject to the release, waivers and indemnities contained herein, to seek and/or provide medical attention/treatment, including the release and distribution of medical records the respective entities may deem necessary and appropriate in the event the undersigned is unable, unfit or not qualified to make such decisions.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk, Indemnity and Rights Agreement extends to all acts of negligence or wrongdoing by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY agrees that he/she is in good health and has no physical conditions that affect his/her ability to compete in the Event(s) and has not been advised otherwise by a medical practitioner. He/she is covered by medical insurance, individually or as part of an organization.
8. HEREBY agrees to wear appropriate safety equipment, as established by industry standards and common safety practices, during all activities and competitions at the Event(s) and agrees to assume all risks associated with a failure to wear appropriate safety equipment.
9. Has read and understands all official documents, rulebooks, competition guidelines and agrees to the rules and regulations and code of conduct as outlined in those documents, and understands that failure to comply may result in the forfeiting of prize money and/or suspension from Event(s).
10. Warrants and represents that he/she is the owner of all rights granted hereunder or has been duly authorized by the owner of such rights to grant same.

I REPRESENT THAT I AM A PARENT/LEGAL GUARDIAN OF THE MINOR NAMED BELOW AND I AGREE THAT THE GRANT AND RELEASE CONTAINED THEREIN BINDS US AND SAID MINOR TO ALL OF THE TERMS THEREOF. FURTHERMORE I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND RIGHTS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

CAUTION: READ BEFORE SIGNING

Minors:

PRINT NAME HERE

SIGNATURE OF PARENT/GUARDIAN

NAME AND AGE OF MINOR

I HAVE READ THIS RELEASE

Signature, Title and Address of Witness: _____