

**PLEASE READ CAREFULLY**

**2009 BURTON AMATEUR SERIES RELEASE OF LIABILITY,  
VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT**

This **RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT** ("Agreement"), is entered into by and among \_\_\_\_\_ ("Participant"), and the Burton Amateur Series ("Am Series"), including stops at Trimont Land Company, dba Northstar at Tahoe, January 10 and 11, 2009; Snow Summit Inc, dba Big Bear Mountain, January 18 and 19, 2009; Vail Resorts, Inc., dba Keystone, January 24 and 25, 2009; Ski Lifts, Inc., dba The Summit at Snoqualmie, January 31 and February 1, 2009; Greater Park City Company, d/b/a Park City Mountain Resort, February 7 and 8, 2009; and The Waterville Valley Ski Resort, Inc., March 14 and 15, 2009 (collectively "Am Series Resorts"), The Burton Corporation (including its affiliates and subsidiaries, "Burton"), Mountain Sports International ("MSI"), Verein Ticket To Ride Pro Snowboarding, all of the sponsors of the 2009 Am Series ("Sponsors"), any person or entity hired to perform any function with respect to any of the Am Series ("Contractors"), and any linear and online broadcasters of the 2009 Am Series ("Broadcasters"). As used in this Agreement, the term Participant shall include the parent or legal guardian where the Participant is under the age of eighteen (18).

**WHEREAS**, Participant has voluntarily registered for one of the 2009 Am Series events ("Events"); and

**WHEREAS**, Participant, recognizing that participation in any of the Events is a **HAZARDOUS ACTIVITY which is inherently dangerous**, has voluntarily entered one or more of the Events **despite all known and unknown risk of personal injury and/or death presented** by practicing for and participation in the various Events; and

**WHEREAS**, Participant understands that this Agreement is a **general release** barring Participant from bringing any claim for personal injury and/or death which is in any way related to practicing for or participation in any of the Events; and

**WHEREAS**, Participant knows his/her own capabilities and limitations regarding each of the Events entered; and

**NOW, THEREFORE**, in consideration of being permitted to participate in one or more of the Events, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant expressly and freely agrees as follows:

1. Participant **ACKNOWLEDGES** and **ASSUMES ALL RISK** of illness, injury (minimal, serious or catastrophic) and/or death arising from, practicing for and/or participating in the **various Events** including but not limited to injury or death caused by mechanical, broadcasting or other equipment of any kind, such as fences, gates, scoreboards and electronic displays on or around the runs, courses or facilities at the Events, other riders, snowboarding equipment, Events volunteers, spectators, officials, weather conditions and the effects thereof, and the conditions of any training, practice or competition runs, courses or facilities for the Events.
2. Participant shall not utilize any Event run, course or facility, whether for any training, practice or competition, without the utilization of a helmet and first conducting a thorough visual inspection of the run, course or facility. Moreover, Participant shall immediately notify the Am Series organizer(s) of any safety concerns. Participant acknowledges that he/she is physically able and properly trained to participate in the Events for which Participant registers, is responsible for the choice of the appropriate equipment and of its condition, for the speed at which he/she competes, and for the selection of his/her line through the course(s).
3. Participant **WAIVES AND RELEASES** all claims that Participant may in the future have against Burton, Am Series Resorts, MSI, Sponsors, Contractors, Broadcasters, any person engaged to perform any function with respect to any of the Am Series Events, including production companies and halfpipe/slopestyle course construction companies and any linear or online broadcasters of the Am

Series Events (the "Broadcasters") and each of their respective officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries and insurers (collectively, the "Releasees"), whether based on contract, statute, negligence on the part of the Releasees or otherwise, for any and all loss, damage, death, injury or expense that Participant may suffer, or Participant's next of kin may suffer, as a result of Participant's practicing for or participation in any of the Am Series Events.

4. Participant, and in the event of Participant's death, Participant's heirs and next of kin, agree to **HOLD HARMLESS** the Releasees from any and all loss, damage, injury, death or expense that Participant may suffer, or that Participant's heirs and next of kin may suffer, as a result of Participant's practicing for or participating in any of the Am Series Events, **due to any cause whatsoever, including but not limited to negligence** on the part of the Releasees.

5. Participant understands and agrees that the Am Series Events and related activities may be recorded, photographed, televised, distributed online and/or webcast throughout the world in all forms of media now known or hereafter invented including but not limited to all forms of television, cable, videos, photos, and the internet (collectively the "Broadcasts"). Participant waives any right that Participant may have to inspect or approve any item that may use Participant's name, voice, likeness, image or persona in connection with the Am Series Events and Broadcasts. However, the foregoing does not grant the right to use Participant's recognizable likeness, name and/or image in as an express endorsement of any products or services, except as set forth herein.

6. Participant hereby grants Burton and its assigns (including but not limited to the Sponsors and Broadcasters) the worldwide right to use, in perpetuity and on a royalty-free basis, the following: any and all recordings or images of Participant taken during Participant's participation in an Am Series Event, Participant's biographical material, name, voice, image, likeness, and any material submitted by Participant in connection with the registration for the Am Series Events online or otherwise (collectively, "Participant's Likeness"). Burton may use or authorize any third parties to use Participant's Likeness (which may be edited or combined with other materials) in any and all media now or hereafter known, including but not limited to in connection with: a) the Am Series Events and Broadcasts; b) publicity, advertising, and promotion for the Am Series Events and Broadcasts; and c) future Am Series Events and Broadcasts.

7. Participant has not received and shall not receive any compensation (whether monetary or otherwise) in exchange for mentioning any person, service, product or thing in any Broadcast or telecast of the Am Series. Participant shall immediately notify Burton in writing if Participant does so.

8. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

9. The exclusive venue for any dispute arising out of or related to this Agreement shall be the federal and state courts located within the State of Vermont, U.S.A. Participant expressly consents to the exercise of personal jurisdiction over Participant by the federal and state courts located within the State of Vermont, U.S.A. and expressly waives any defense that such exercise of personal jurisdiction is inconvenient.

**I, the undersigned Participant, having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord, realizing that it is binding upon myself, my heirs, assigns and next of kin.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant's Date of Birth

\_\_\_\_\_  
Signature of Parent/Legal Guardian

