

PLEASE READ CAREFULLY

**2011-2012 BURTON GLOBAL OPEN SERIES PARTICIPANT RELEASE OF LIABILITY, VOLUNTARY
ACKNOWLEDGEMENT AND ASSUMPTION OF THE RISKS AND WAIVER OF CLAIM AGREEMENT**

This **RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT** ("Agreement"), is entered into by _____ ("Participant") as of the date set forth below. As used in this Agreement, the term Participant shall include the parent or legal guardian where Participant is under the age of eighteen (18).

WHEREAS, Participant has voluntarily registered to participate in one or more of the 2011-2012 Burton Global Open Series events, which include the 2011 Burton New Zealand Open, the 2012 Burton European Open, the 2012 Burton Canadian Open, and the 2012 Burton US Open, and training and practice runs in connection with such events (collectively "BGOS Events");

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

WHEREAS, Participant has prior experience with the use of snowboarding equipment and knows his/her own capabilities and limitations regarding each of the BGOS Events.

NOW, THEREFORE, in consideration of being permitted to participate in one or more of the BGOS 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 BGOS Events, including but not limited to injury or death caused by other riders, snowboarding equipment, BGOS Events volunteers, spectators, officials, weather conditions and the effects thereof, the conditions of any training, practice or competition runs, courses or facilities for the BGOS Events, and mechanical, broadcasting or other equipment of any kind, such as fences, gates, scoreboards and electronic or other displays on or around the runs, courses or facilities at the BGOS Events.
2. Participant shall not utilize any BGOS Event run, course or facility, whether for training, practice or competition, without first conducting a thorough visual inspection of the run, course or facility. Moreover, Participant shall immediately notify the BGOS organizer(s) of any BGOS Events of any safety concerns. Participant acknowledges that he/she is physically able and properly trained to participate in the BGOS Events for which Participant registers, and is responsible for the choice of the appropriate equipment and of its condition, the speed at which he/she competes and the selection of his/her line through the course(s) at the BGOS Events.
3. Participant **WAIVES AND RELEASES** all claims that Participant may in the future have against The Burton Corporation (including its affiliates and subsidiaries and their respective officers, directors, shareholders, employees, representatives and agents, collectively referred to as "Burton"), Higher Ground Distribution Ltd., all of the sponsors of the 2011-2012 Burton Global Open Series and each of the BGOS Events, all of the owners, operators and/or promoters of the facilities hosting a BGOS Event, any person engaged to perform any function with respect to any of the BGOS Events, including production companies and halfpipe/slopestyle course construction companies including, but not limited to, Snow Park Technologies, LLC, the Ticket To Ride World Snowboard Tour ("TTR") and any linear or online broadcasters of the BGOS 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 BGOS 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 BGOS Events, **due to any cause whatsoever, including but not limited to negligence** on the part of the Releasees.
5. Helmets **MUST BE WORN** by ALL Participants at all times during practice and competition. Participant and the Parent/Legal Guardian signing this Agreement agree to assume full responsibility for ensuring compliance with this helmet requirement. Participant **WAIVES AND RELEASES** all claims that Participant may in the future have against

Releasees for damages resulting from Participant's use of a helmet or failure to wear a helmet while participating in any of the BGOS Events.

6. Participant agrees and understands that training or competing is more HAZARDOUS than recreational snowboarding. Furthermore, Participant understands that he/she must keep deliberate and conscious physical control of his/her body, both on the ground and in the air, while properly using his/her equipment in variable weather, snow and terrain conditions.

7. Participant understands and agrees that the BGOS 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 BGOS 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.

8. 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 a BGOS Event, Participant's biographical material, name, voice, image, likeness, and any material submitted by Participant in connection with the registration for the BGOS Events online or otherwise (collectively, "Participant's Likeness"). Burton may use or authorize any third parties to use on a worldwide, perpetual royalty-free basis 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 BGOS Events and Broadcasts; b) publicity, advertising, and promotion for the BGOS Events and Broadcasts; and c) future BGOS Events and Broadcasts.

9. 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 BGOS Events. Participant shall immediately notify Burton in writing if Participant does so.

10. 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.

11. 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 voluntarily and of my own accord, realizing that it is binding upon myself, my heirs, assigns and next of kin.

Signature of Participant

Participant's Date of Birth

Date

I, the undersigned, hereby represent and certify that I am the parent or legal guardian of the above-signed Participant. I understand that Helmets are MANDATORY for all Participants

Signature of Parent/Legal Guardian

Printed Name

Date

A copy of this Agreement can be downloaded at
<http://www.opensnowboarding.com>