

**SKI AREA AND SUMMER ACTIVITY
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. I understand that each person participating in the Activity is a "Participant." I am signing this on my own behalf and, if a Participant is under the age of 18, I am signing as the minor Participant's parent or legal guardian.
2. I understand that certain recreational activities, including but not limited to zip lines, Segways, off-road vehicle tours, road or mountain biking, water sports (including boating, canoeing, fishing, and swimming), simulated skiing, tubing, sledding, roller or ice skating, climbing/rock walls, ropes/challenge courses, alpine slides, alpine coasters, rebound trampolines, hiking, slack lines, bounce houses, laser tag, orienteering, disc golf, golf, archery, geocaching, merry-go-round, and other recreational activities, whether guided, self-directed or otherwise, including use of the ski area facilities or chair lifts for any reason (the "Activities"), **CAN BE HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH.**
3. I understand that all Activities carry certain risks, inherent and otherwise, including injury or death caused by equipment failure or improper use, the natural rugged environment, and the negligence or the activity operator, instructor, or other participants. In addition, each Activity carries certain unique risks, which include may include but are not limited to, injuries or death caused by: (a) collisions or entanglements with other people, ropes/cables, or equipment, (b) rugged, steep or otherwise dangerous terrain, (c) extreme weather, (d) open water, capsizing, swimming, drowning, and cold water immersion, (e) vehicle collisions, driver error, and rollovers, (f) other natural or constructed features, such as bridges, ramps, berms, and bumps, (g) misloading, entanglements, or falls from ski lifts, and (h) other risks related to travel on rugged, mountainous terrain on unimproved roads. I understand that the Activities carry these and other risks and **EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH EACH ACTIVITY.**
4. I agree to accept any rented equipment **"AS IS"** and **WITH NO WARRANTIES**, express or implied. I agree that the Participant listed on this form will be the only person using the equipment and will not use it until Participant has received and understands instructions on its use and function.
5. **IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE, I AGREE TO DEFEND, INDEMNIFY, RELEASE AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, each of their respective parent, affiliated, and subsidiary companies, the United States, and each of their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Participant's participation, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by me, on my behalf, or on behalf of the minor Participant.
6. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any associated costs.
7. I agree that **ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE** or federal court sitting in the district where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).
8. If a minor Participant is participating in the Activity, I represent that I am the minor Participant's parent or legal guardian and that I **VOLUNTARILY GRANT PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY.** I acknowledge that I am signing this release on behalf of the minor and that **THE MINOR SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.** By signing this agreement without a parent or guardian's signature, I represent that I am at least 18 years of age. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete and Sign Below

MINOR #1 – Last Name, First Name, M.I. (*print*) Date of Birth (MM-DD-YYYY) MINOR #2 – Last Name, First Name, M.I. (*print*) Date of Birth (MM-DD-YYYY)

ADULT INFORMATION - Requires Parent/Guardian to Complete and Sign Below

ADULT/GUARDIAN #1 – Last Name, First Name, M.I. (*please print*) Date of Birth (MM-DD-YYYY) **X** _____
SIGNATURE DATE

EMERGENCY CONTACT RELATION PHONE NUMBER