

SKI SCHOOL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is participating in Ski School is referred to as "Student". The "Undersigned" means only the Student when the Student is age 18 or older OR it means both the Student and the Student's parent or legal guardian when the Student is under the age of 18. The Undersigned understand that taking part in ski and snowboard instruction, skiing, snowboarding, racing, ski simulation, using freestyle or terrain park features and using ski area facilities, including the lifts, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act ("Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; drills; exercises; free skiing; following the direction of the instructor; terrain selection of the instructor; avalanches; suffocation; crevasses; equipment failure; Student's improper use of equipment; Student's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; path and/or trail obstructions; ski simulator mechanical failure or falls; Student's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Student's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Student assumes the responsibility of maintaining control at all times while engaging in the Activity. Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The Undersigned understand that a minor Student may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity.

6. Additionally, in consideration for allowing the Student to participate in the Activity, **THE UNDERSIGNED AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company ("VRMC"), their affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, Octagon, Inc. d/b/a NASTAR, World Class V Simulator, the United States, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") for any property damage, injury or loss to Student, including death, which Student may suffer, arising in whole or in part out of Student's participation in the Activity. Further, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Student's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE.**

7. The Undersigned represent that Participant is in good health and there are no special problems associated with Participant's condition. The Undersigned: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care and related transportation provided for Participant; and 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

8. The Undersigned grant VRMC the right of publicity to own and use any image collected of Participant while participating in the Activity.

9. The Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Student's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **STATE DISTRICT COURT RESIDING WHERE THE ALLEGED INCIDENT OCCURRED** or in the **FEDERAL COURT FOR THE STATE OF COLORADO.**

