

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. Each person participating in the Activity (defined below) or purchasing a Season Pass is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is under 18 years old (US) or 19 years old (Canada), I am the minor/child/infant Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, racing, competing, ski simulation, training, snowshoeing, snowmobiling, cross-country skiing, uphill access and skinning, snow biking, tubing, ice skating, pond skimming, sledding, taking sleigh rides, hiking, sightseeing, cycling, trail running, riding the alpine coaster, zip lining, using the ropes/challenge courses, trampoline, climbing wall, taking resort and vehicle tours, use of bus or van transportation, using freestyle or terrain park features, participating in other recreational activities, renting equipment and using the lifts, parking lots, walkways, stairs, escalators, lodges, restaurants, the children's center, nursery, daycare facilities, other ski area facilities and the premises in general, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risks of the Activity and that the Participant **ASSUMES ALL INHERENT DANGERS AND RISKS** of the Activity, including those of a "skier" (as may be defined by statute or other applicable law) or other winter sports participant.

3. **NOTICE FOR HUNTER MOUNTAIN:** When skiing or riding in the State of New York, skiers, snowboarders and ski lift passengers are governed by the New York State Safety in Skiing Code (Article 18 of the NYS General Obligations Law). Before utilizing your pass or affixing a ticket or allowing a ticket to be affixed to your person, your attention is directed to a posted 'Warning to Skiers' which is displayed where lift tickets are purchased. New York law requires you to seek out, read, review and understand the 'Warning to Skiers' sign before you decide to participate in the sport of skiing.

4. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; ruts; bare spots; thin cover; tree wells, stumps, roots and branches; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of Participant, Ski Area employees, or other guest to act safely (including an instructor's selection of terrain that exceeds Participant's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY,**

DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

5. Participant assumes responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor/child/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I further understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time and that falls, collisions, and injuries are common.

6. In consideration for allowing the Participant to participate in the Activity, I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., VR NW Holdings, Inc., VR NE Holdings, LLC, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., each of their affiliated companies and subsidiaries, the resort owner/operator inclusive of any partner resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, TSG Ski & Golf, LLC, the family of companies operating Resorts of the Canadian Rockies, Inc., Sun Valley Company, Snowbasin Resort Company, the United States, Her Majesty The Queen In Right Of The Province Of British Columbia 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 INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.

In consideration for allowing the Participant to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at (a) Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such

claim will be a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be in the Supreme Court of the State of New York, County of Greene or in the United States District Court for the Northern District of New York.

9. If Participant rents equipment, I agree to accept for use the equipment rented "AS IS", accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I have not made any misrepresentations with regard to Participant's height, weight, age and/or ability level and represent that Participant will be the only person using the equipment. **I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** The binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT.** I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.

10. I understand that this Agreement will apply for each and every day Participant engages in any Activity during the applicable operating season. If the holder of a season pass chooses to take part in any season pass renewal or auto-renewal program, this Agreement will remain in effect for so long as the season pass holder participates in such program. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on Participant and I as well as our assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

11. BY SIGNING ON BEHALF OF A MINOR/CHILD/INFANT OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/CHILD/INFANT PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US) or 19 years old (Canada). I understand that a minor/child/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. FOR WILMOT MOUNTAIN ONLY: I understand that, for a fee in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

13. 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 costs associated with such care or transport to such care.

14. By participating in the Activity, I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

15. I understand that if I am buying a Season Pass, it **IS NOT TRANSFERABLE AND MAY NOT BE RESOLD**. The Season Pass may be confiscated and not re-issued if, in the sole judgment of the ski area operator, the Season Pass Holder: (1) acts in any manner that endangers or may endanger the safety of the Season Pass Holder or any other person; (2) violates the law; (3) provides ski lessons or related services for compensation; or (4) engages in fraud, misconduct or creates a nuisance. Re-issued passes may be subject to a replacement fee. I acknowledge the affirmative duty to immediately notify the ski area operator and appropriate authorities if the Season Pass is lost or stolen and failure to do so may result in loss of skiing privileges. I also understand and acknowledge that this Season Pass is **NON-REFUNDABLE**.

Additional Information for Participants

Privacy Policy: The information you are providing in this application is subject to the Vail Resorts Global Privacy Policy. By completing this application, you agree to the terms of our Privacy Policy, which can be viewed by visiting [Snow.com](https://www.snow.com/privacy).

Protective Helmets: The use of helmets is strongly recommended. Ski and Snowboard School participants under age 18 (U.S.) or 19 (Canada) must wear a winter sport protective helmet. While helmets may reduce or mitigate the severity of some head injuries, their use does not guarantee safety and will not prevent certain injuries. Rental helmets are available at our children's ski school locations for your convenience.

Childcare Facilities and Children's Ski School: Parents and Guardians entering their children into Ski and Snowboard School, daycare, children's centers or other child facilities agree and understand that risks also include, but are not limited to: interaction with other children also participating in the Activities, snow play, taking field trips by walking or by use of ski area or public transportation, the encounter or ingestion of allergens, and playing, eating and/or sleeping in a child care environment. I understand that a minor/child/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. Participant has been informed and understands all rules and regulations of participation in the Activity.