

**DAY CARE AND CHILDREN'S CENTER
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

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

1. I, THE UNDERSIGNED, AM OVER 18 AND THE PARENT OR LEGAL GUARDIAN OF EACH CHILD NAMED BELOW (each, "my child"). I have the right to make decisions concerning the care, custody, and control of each child. I understand that activities in ski school, daycare, children's centers and other children's facilities (the "Activities") **MAY INVOLVE THE RISK OF PHYSICAL INJURY.**

2. I expressly **ASSUME ALL RISKS** associated with my child's participation in the Activities, including, but not limited to, risks associated with: marked and unmarked obstacles; surfaces covered with ice and snow; inclement weather; high altitude; wildlife encounters; interactions with other children; playing, eating and/or sleeping in a child care environment and sharing facilities with others; taking field trips and leaving the premises through various means of transport. I recognize that injuries are a common and ordinary occurrence during child care activities. I have been informed and understand all rules and regulations of my child's participation in the Activities. **RECOGNIZING THESE RISKS, I VOLUNTARILY CHOOSE TO ALLOW MY CHILD TO PARTICIPATE IN THE ACTIVITIES.**

3. **IN CONSIDERATION FOR ALLOWING MY CHILD TO PARTICIPATE IN THE ACTIVITIES, I AGREE TO HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY, AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Heavenly Valley Limited Partnership, VR US Holdings, Inc., VR CPC Holdings, Inc., each of their affiliated companies and subsidiaries, the resort operator or owner, the activity operator, the United States, and all their respective insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims that I or third parties may bring as a result of physical injury, **including death**, and property damage arising from my child's participation in the Activities, **INCLUDING THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

4. My child is in good health and has no special problems associated with his or her condition. I **authorize a licensed medical care provider to carry out any emergency medical care which may be necessary and agree to be fully responsible for any associated costs.**

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

6. I acknowledge that I am also signing this release on behalf of my child, that I am **WAIVING CERTAIN RIGHTS ON BEHALF OF MY MINOR CHILD** that my child may otherwise have, and that **MY CHILD SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.**

7. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.** This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my and my child's the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. **I ACKNOWLEDGE THAT THIS RELEASE WILL APPLY FOR EACH AND EVERY TIME I OR MY CHILD PARTICIPATES IN THE ACTIVITY.**

ADULT INFORMATION

Date: _____, 201__

LAST NAME, FIRST NAME, M.I. (please print)

ADDRESS – Street Address/Mailing Address, City, State, Zip/Postal Code (please print)

DATE OF BIRTH (MM-DD-YYYY)

EMERGENCY CONTACT

RELATION

PHONE NUMBER

E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)

I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

X

Signature of Parent/Legal Guardian

CHILDREN'S INFORMATION

** A parent or legal guardian must sign for each minor in the "adult" box above*

MINOR CHILD #1 – Last Name, First Name, M.I. *(please print)*

AGE

MINOR CHILD #1 – SPECIAL INSTRUCTIONS

MINOR CHILD #2 – Last Name, First Name, M.I. *(please print)*

AGE

MINOR CHILD #2 – SPECIAL INSTRUCTIONS

MINOR CHILD #3 – Last Name, First Name, M.I. *(please print)*

AGE

MINOR CHILD #3 – SPECIAL INSTRUCTIONS

MINOR CHILD #4 – Last Name, First Name, M.I. *(please print)*

AGE

MINOR CHILD #4 – SPECIAL INSTRUCTIONS

ADDITIONAL SPECIAL INSTRUCTIONS: _____
