

**CHILDREN'S DAY CAMP & CHILD CARE
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

1. My child is participating in a recreational day camp and/or child care. I understand that participation involves a number of recreational activities, which may include zip lining, rock climbing, ropes/challenge courses, bungee trampoline, road or mountain biking, using a bike park, rollerblading, kayaking, canoeing, rafting, paddle boarding, hiking, golfing, frisbee golfing, archery, horseback riding, caving, rock climbing, swimming, ice skating, camping, field trips, transportation by motor vehicle, martial arts, archery, laser tag, petting zoo, bounce houses, miniature golf and other recreational activities (the "Activity"). I understand that **PARTICIPATING IN THE ACTIVITY AND USING SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE, CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

2. **I ACKNOWLEDGE THAT THIRD PARTY VENDORS, NOT AFFILIATED WITH THE RESORT, MAY PROVIDE AND OPERATE MANY OF THE ACTIVITIES AND THAT THE RESORT MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THESE PROVIDERS.**

3. **I EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS** associated with the Activity. I understand that the risks and dangers include, but are not limited to: the negligence of other participants and instructors; falling; equipment malfunction; sharing the facilities with others; not following the direction of the Activity provider or third party vendor's personnel; high speeds; slick or uneven surface conditions; variations in slope, surface and subsurface terrain; rugged mountainous terrain; bumps; stumps; forest growth; downed timber; rocks of various sizes; course and venue configuration and/or conditions; marked and unmarked obstacles; varying conditions; collisions or accidents when traveling by vehicle to/from an activity site; contact with wild animals or allergens; becoming lost or separated; forest and/or other fires; lightning, snow, storms and other adverse weather; strenuous activity; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; and sickness or disease (including exposure to COVID-19).

4. IN CONSIDERATION FOR MY CHILD BEING ALLOWED TO PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Vail Resorts, Inc., The Vail Corporation, each of their parent and affiliated companies and subsidiaries, the United States, the resort owner/operator, land owner, equipment manufacturer, and all their respective insurance companies, successors in interest, commercial and corporate 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 in the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** (including failure to take reasonable steps to protect against the risks of the Activity) **OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. I TAKE FULL RESPONSIBILITY FOR ANY INJURY OR LOSS TO ME OR MY CHILD, INCLUDING DEATH, WHICH I OR MY CHILD MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF THE ACTIVITY.**

I AGREE TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT BY ME, ON MY CHILD'S BEHALF, OR AS A RESULT OF MY CHILD'S PARTICIPATION IN THE ACTIVITY.

In consideration for allowing my child to participate in the Activity, **I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT MY CHILD OR 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.**

5. I represent that my child is in good health and has no special problems with his or her physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for my child which may be necessary and agree to be fully responsible for any associated costs.

6. 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 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.

7. I represent that I am the parent or legal guardian of the child listed below and **VOLUNTARILY GRANT PERMISSION FOR MY CHILD TO TAKE PART IN THE ACTIVITY.** I acknowledge that I am signing this release on behalf of my child and that my child **ALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. 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.**

8. I understand that this release shall apply during every time my child participates in the Activity during the season and that 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 assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

<u>MINOR #1 – Last Name, First Name, M.I. (print)</u>	<u>Date of Birth (MM-DD-YYYY)</u>	<u>MINOR #2 – Last Name, First Name, M.I. (print)</u>	<u>Date of Birth (MM-DD-YYYY)</u>
<u>MINOR #3 – Last Name, First Name, M.I. (print)</u>	<u>Date of Birth (MM-DD-YYYY)</u>	<u>MINOR #4 – Last Name, First Name, M.I. (print)</u>	<u>Date of Birth (MM-DD-YYYY)</u>

PARENT/GUARDIAN INFORMATION – Required to Complete, Sign & Date Below

<u>PARENT/GUARDIAN – Last Name, First Name, M.I. (print)</u>	<u>Date of Birth (MM-DD-YYYY)</u>	<u>X</u> <u>SIGNATURE OF PARENT/GUARDIAN</u>	<u>DATE</u>
<u>EMERGENCY CONTACT (print)</u>	<u>RELATION</u>	<u>PHONE NUMBER</u>	