SKI AREA & SUMMER ACTIVITY
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. 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 (US) or 19 (Canada), I am signing as that Participant's parent or legal guardian.

2. I understand that certain recreational activities, including but not limited to, zip lines, resort or vehicle tours, road or mountain biking, bicycle racing or competing, using a bike park, water sports (including boating, paddleboarding, canoeing, fishing, and swimming), simulated skiing, tubing, sledding, roller/ice skating, climbing/rock walls, ropes/challenge courses, alpine slides, alpine coasters, rebound trampolines, hiking, sightseeing, slack lines, bounce houses, laser tag, orienteering, disc golf, golf, archery, geocaching, merry-go-round, use of golf cards, scooters and other motorized vehicles as well as other recreational activities, whether guided, instructed, self-directed or otherwise, including but not limited to, use of the ski area facilities, walkways, or chairlifts/gondolas 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 but not limited to, injury or death caused by: falling or loss of balance; loss of control; high speeds; strenuous activity; equipment failure (including unexpected loss of braking or handling) or improper use; the natural rugged environment; wildlife; and the negligence of the activity operator, instructor, or other participants. In addition, each Activity carries certain unique risks, which include but are not limited to, injuries or death caused by: (a) collisions or entanglements with other people, ropes/cables, equipment and natural or manmade objects, (b) forest growth/downed timber, rocks, loose gravel, streams, creeks, holes, potholes, debris and other rugged, steep, slippery, or otherwise dangerous terrain, (c) high altitude and 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 bike park terrain features, bridges, ramps, berms, and bumps, (g) misloading, entanglements, or falls from chairlifts/gondolas, and (h) trail configuration, unmaintained or unmarked trails/roads, or trail obstructions. 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.

4. I expressly acknowledge that: (a) Participant has been informed of and understands all rules and regulations of participation in the Activity; (b) Participant is responsible for understanding and complying with all signage, including instructions on use of the lifts; (c) Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts; (d) equipment and obstacles may be encountered at any time; (e) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity; (f) PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING in the Activity; (g) PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS.

5. I agree to accept any 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.

6. Additionally, 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 NW Holdings, Inc., VR NE Holdings, LLC, VR CPC Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek 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 AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.

In further consideration for allowing 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 ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF 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 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.

9. 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 in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

10. If a minor/child/infant Participant is participating in the Activity, I represent that I am the minor/child/infant Participant's parent or legal guardian and that I VOLUNTARILY GRANT PERMISSION FOR HIM/HER TO TAKE PART IN THE ACTIVITY. I acknowledge that I am signing this release on behalf of the minor/child/infant and that THEY SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. If my child is participating, I also acknowledge that: (a) I have spoken to my child about the Activity; (b) my child understands and appreciates the risks of participating in the Activity; and (c) my child is voluntarily participating in the Activity. By signing this agreement without a parent or guardian's signature, I represent that I am at least 18 years old (US) or 19 years old (Canada). 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.

11. USE OF A HELMET IS STRONGLY RECOMMENDED. I understand that A HELMET IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that biking and other activities can expose the user to forces that exceed the limits of protection provided by a helmet.

12. I understand that this Agreement will apply for each and every day Participant engages in any Activity during the applicable operating season. 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.

13. 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.

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

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

ADULT PARTICIPANT & SIGNATURE OF PARENT/GUARDIAN – Required to Complete, Sign & Date Below

ADULT / PARENT / GUARDIAN #1 – Last Name, First Name, M.I.	Date of Birth (MM-DD-YYYY)	X SIGNATURE	DATE
ADULT / PARENT / GUARDIAN #2 – Last Name, First Name, M.I.	Date of Birth (MM-DD-YYYY)	X SIGNATURE	DATE

ADDRESS – Street Address / Mailing Address | City | State / Province | Zip / Postal Code | Contact Phone #

EMERGENCY CONTACT | RELATION | PHONE NUMBER

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