RESORT ACTIVITY, SKI SCHOOL & EQUIPMENT RENTAL
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & 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) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, uphill access/skinning, racing, training, snowshoeing, snowmobiling, cross-country skiing, snow biking, tubing, ice skating, pond skimming, sledding, sleigh rides, riding the alpine coaster, zip lining, using the ropes/challenge courses, inflatable competition games, mechanical bull riding, trampoline or climbing wall, resort and vehicle tours, using freestyle or terrain park features, participating in other recreational activities, renting equipment and using the ski area facilities, including but not limited to use of the lifts, parking lots, walkways, lodges, restaurants, restrooms, ski slopes, trails, and other equipment, 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 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. Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. Every Participant has the responsibility to enjoy a safe and healthy experience. The resort cannot eliminate the risk that a Participant is exposed while engaged in the Activity. The Participant agrees it is his or her responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required, wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

4. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death that 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; tree wells and stumps; 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 guests 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 rescue efforts or medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, other 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 Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

6. 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.

7. In consideration for allowing 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 N W Holdings, Inc., VR NE Holdings, LLC, VR PA Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., Andermatt-Sedrun Sport AG, Crans-Montana Aminona (CMA) SA, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, the United States, His Majesty The King 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 DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE *OCCUPIERS LIABILITY ACT* IN BRITISH**

COLUMBIA. 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.**

8. 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.

9. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition that might prevent participation in the Activity. 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.

10. I grant the Released Parties the irrevocable right of publicity to own, use, reproduce, display, and distribute any photographs, video, or other media collected of Participant while participating in the Activity. This grant includes all rights of publicity and may be used for marketing, promotion, and advertising.

11. I agree that any and all claims for loss, injury and/or death arising from 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 US District Court for the Northern District of New York.

12. BY SIGNING ON BEHALF OF A MINOR/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/INFANT PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor/infant Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. I acknowledge that, by entering a minor Participant (13 years and older) into adult ski and ride school or private ski and ride school lessons, I authorize and give permission for the resort owner/operator to release the minor Participant on their own at the conclusion of the lesson without contemporaneous contact from the Participant's parent or guardian. 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/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

13. I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my 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.

14. FOR WILMOT MOUNTAIN ONLY: I understand that, for a fee per person per day 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.

MINOR/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 INFORMATION – Required to Complete, Sign & Date Below

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

EMERGENCY CONTACT (print)	**RELATION**	**PHONE NUMBER**