

**COMPETITION, RACING AND TRAINING
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is taking part in ski, snowboard, or other winter sport racing, competition, or training activities as an athlete, coach, staff member, spectator or other participant is referred to as "Participant." I am the Participant or, if the Participant is under 18, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing, other equipment testing, wax testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, 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 the Participant, as a "skier" and/or "competitor" (as may be defined by statute or other applicable law), **ASSUME ALL INHERENT DANGERS AND RISKS.**
 3. I expressly acknowledge and assume 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 or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; 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, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
 4. Participant assumes the responsibility of maintaining control at all 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, that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries occur and are common.
 5. I agree that the Participant is a "competitor" at all times, whether practicing for competition or in competition, that Participant shall inspect the training and competition courses prior to participating in the Activity, and that Participant assumes the risk of all course conditions, including but not limited to course construction, layout and obstacles.
 6. Additionally, in consideration for allowing the Participant to participate in the Activity, **I AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Heavenly Valley Limited Partnership, Trimont Land Company, VR US Holdings, Inc., VR CPC Holdings, Inc., and each of their affiliated companies, parent companies and subsidiaries, the resort owner or operator, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, the United States, 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") **FOR ANY PROPERTY DAMAGE, INJURY OR LOSS TO PARTICIPANT, INCLUDING DEATH, WHICH 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.**
- 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 grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.
 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 costs associated with such care or transport to such care.

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 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.

10. **BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that, but for my agreement to the foregoing, the minor Participant would not be permitted to participate in the Activity. 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.

11. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR THE FRAUDULENT EXECUTION OF THIS AGREEMENT.**

12. I understand that this Agreement will apply for each and every day participant engages 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. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

13. **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 PARTICIPANT (UNDER 18) INFORMATION

** Requires signature of Parent or Legal Guardian in the Box Below*

MINOR PARTICIPANT – Last Name, First Name, M.I. (please print)

AGE

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY CHILD OTHERWISE MAY HAVE.

ADULT INFORMATION – PARTICIPANT / PARENT / LEGAL GUARDIAN

X

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

SIGNATURE

DATE

ADDRESS – Street Address/Mailing Address (please print)

City, State

Zip Code

DATE OF BIRTH (MM-DD-YYYY)

EMERGENCY CONTACT

RELATION

PHONE NUMBER