

**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 participating in Ski School shall be referred to hereinafter as "Student". The "Undersigned" means only the Student when the Student is age 18 or older OR it means both the Student and the Student's parent or legal guardian when the Student is under the age of 18. The Undersigned agree and understand that taking part in ski school, skiing, snowboarding, racing, ski simulation, using freestyle or terrain park features and using ski area facilities, including the lifts, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.
2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act ("Act").
3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:** falling; free skiing; following the direction of the instructor; terrain selection of the instructor; avalanches; equipment failure; slick or uneven surfaces; rugged mountainous terrain; bumps; tree wells; downed timber; rocks; marked and unmarked obstacles; unmaintained trails; ski simulator mechanical failure or falls; collisions; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lift loading, unloading, and riding; adverse weather; limited access to and/or delay of medical attention; Student's health condition; strenuous activity; and high elevation.
4. Pursuant to Colorado law, Student assumes the responsibility of maintaining control at all times while engaging in the Activity. Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understand that a minor Student may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.
5. **If Student rents equipment through the ski school**, the Undersigned agrees to accept for use the equipment rented "AS IS" and accepts responsibility for the care of the equipment during the rental period and agrees to be responsible for the replacement at full value of any equipment rented under this form and not returned, or returned in a damaged condition. Undersigned represents that no misrepresentations have been made to the Children's Rental Center, or any employee thereof, in regards to the height, weight, age and/or skiing/snowboarding ability level of the Participant; and further agrees that the person listed will be the only person using the equipment. **The Undersigned UNDERSTANDS THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** In downhill skiing, 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. The Undersigned further agrees and understands that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT.** The Undersigned understands 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. The Undersigned acknowledges and agrees to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.
6. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
7. Additionally, in consideration for allowing the Student to participate in the Activity, **THE UNDERSIGNED AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company ("VRMC"), their affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, Octagon, Inc. d/b/a NASTAR, World Class V Simulator, the United States, 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 property damage (including but not limited to equipment damage), injury or loss to Student, including death, which Student may suffer, arising in whole or in part out of Student's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Student'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.** By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Student's participation in the Activity or the Undersigned's obligations under this Agreement.

8. The Undersigned represent that Participant is in good health and there are no special problems associated with Participant's condition. The Undersigned: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care and related transportation; and 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care or related transportation.

9. In consideration for allowing Student to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Student's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT RESIDING WHERE THE ALLEGED INCIDENT OCCURRED** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

10. In the case of a minor Student, the Undersigned parent or legal guardian acknowledges that he/she is signing this Agreement on his/her behalf and is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. By signing this Agreement, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. By signing this Agreement without a parent or legal guardian's signature, Student, under penalty of fraud, represents that he/she is at least 18 years of age. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

11. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**MINOR PARTICIPANT (UNDER 18) INFORMATION**

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

VRMC recommends the use of helmets for children while participating in ski school. The Undersigned understand that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of safety. The Undersigned further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

**HELMET ACKNOWLEDGMENT:**

OWNED/RENTED:  USE DECLINED: \_\_\_\_\_

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print) \_\_\_\_\_ Date of Birth \_\_\_\_\_

INITIALS

OWNED/RENTED:  USE DECLINED: \_\_\_\_\_

MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print) \_\_\_\_\_ Date of Birth \_\_\_\_\_

INITIALS

OWNED/RENTED:  USE DECLINED: \_\_\_\_\_

MINOR PARTICIPANT #3 – Last Name, First Name, M.I. (please print) \_\_\_\_\_ Date of Birth \_\_\_\_\_

INITIALS

**ADULT PARTICIPANT AND SIGNATURE OF PARENT / LEGAL GUARDIAN**

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

ADULT PARTICIPANT #1 / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.) \_\_\_\_\_

**X**

SIGNATURE

DATE

ADULT PARTICIPANT #2 (LAST NAME, FIRST NAME, M.I.) \_\_\_\_\_

**X**

SIGNATURE

DATE

ADDRESS – Street Address/Mailing Address (please print) \_\_\_\_\_

City, State \_\_\_\_\_

Zip Code \_\_\_\_\_

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.) \_\_\_\_\_