



Eagle County Schools - Learn to Ski Program Skiing and Riding Assessment Form

Child's Name: _____

Equipment:

- My child will need to **rent** equipment
- I will bring my child's equipment to the Ski School

Ski or Snowboard:

- My child will **SKI**
- My child will **SNOWBOARD**

The following describes my child's skiing/riding ability: Please choose one statement that most closely matches my child's skiing ability

New and Beginner Skiers/Riders (the beginner area should be considered the easiest area on the Mtn)

- Has never skied/snowboarded before Or Has only ridden a magic carpet or surface lift
- Has skied/snowboarded before but has trouble stopping by themselves
- Is comfortable gliding and stopping on the beginner area
- Can make small turns on the beginner hill Or Can make consistent round turns on the beginner hill

Advanced Beginners to Intermediate Skiers and Snowboarders

- My child has limited experience skiing/riding on the mountain and has just started to ski green runs
- Has skied/snowboarded green runs on the mountain before and can consistently get up on their own
- Can consistently make round, S shaped turns, on green runs or toe and heel turns on easy blues

Skiing Only:

- Can match skis (parallel) after making a turn and when traversing across the hill
- Consistently skis with parallel skis and is managing speed with turn shape
- Stops consistently with a hockey stop, not a wedge
- Is comfortable skiing on blue runs with parallel skis
- Is comfortable skiing all terrain in any conditions at any time with parallel skis

- My child is involved with** ▪ BEAVO ▪ DEVO ▪ Ski Club Vail ▪ Form Your Own Team (please circle one)
Level _____ Instructor's name _____
- My child attends Ski/Snowboard School lessons** at _____ and is a level _____

Please feel free to give any additional comments:



CHILD #1 <input type="checkbox"/>	CHILD #2 <input type="checkbox"/>	CHILD #3 <input type="checkbox"/>
Child's First and Last Name:	Child's First and Last Name:	Child's First and Last Name:
Age: _____ D.O.B. _____	Age: _____ D.O.B. _____	Age: _____ D.O.B. _____
Drug Allergies:	Drug Allergies:	Drug Allergies:
Food Allergies:	Food Allergies:	Food Allergies:
Special Needs:	Special Needs:	Special Needs:
Medications:	Medications:	Medications:
Local Lodging:	Local Phone:	

Child's (ren's) Last Name (Please Print)

3-6 YEARS MUST BE SIGNED OUT BY AN ADULT	3-6 YEARS MUST BE SIGNED OUT BY AN ADULT	3-6 YEARS MUST BE SIGNED OUT BY AN ADULT
7-15 YEARS HAVE THE OPTION OF: <input type="checkbox"/> PARENTS WILL SIGN OUT. <input type="checkbox"/> CHILD WILL WALK OR TAKE THE BUS HOME. <input type="checkbox"/> CHILD MAY SKI HOME. PARENTS, PLEASE SELECT ONE	7-15 YEARS HAVE THE OPTION OF: <input type="checkbox"/> PARENTS WILL SIGN OUT. <input type="checkbox"/> CHILD WILL WALK OR TAKE THE BUS HOME. <input type="checkbox"/> CHILD MAY SKI HOME. PARENTS, PLEASE SELECT ONE	7-15 YEARS HAVE THE OPTION OF: <input type="checkbox"/> PARENTS WILL SIGN OUT. <input type="checkbox"/> CHILD WILL WALK OR TAKE THE BUS HOME. <input type="checkbox"/> CHILD MAY SKI HOME. PARENTS, PLEASE SELECT ONE

PERSONS AUTHORIZED TO SIGN THE CHILD(REN) OUT	
NAME:	PHONE:
NAME:	PHONE:

Cell Phone #

Please notify us if you change resorts during your stay so that we may contact the proper area's ski patrol in case of emergency. A \$5.00 LATE FEE WILL BE CHARGED FOR EACH 15 MINUTES A CHILD REMAINS IN THE CENTER AFTER CLOSING. We reserve the right to refuse admittance to any child we feel is in poor health or who does not adapt to our program. We also reserve the right to refuse acceptance of any child due to limited capacity. The staff reserves the right to place a child in the program they feel will be the most beneficial to the child.

**RESORT ACTIVITY, SKI SCHOOL, & EQUIPMENT RENTAL
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

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 under 18, I am the minor Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, racing, ski simulation, training, snowshoeing, cross-country skiing, snow biking, tubing, ice skating, pond skimming, sledding, horse-drawn sleigh rides, riding the alpine coaster, zip lining, using the ropes/challenge courses, 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 the lifts, 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 **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. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which 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, an instructor (including selection of terrain that exceeds Participant's ability), or others; 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.**

Date: Month

Day

Year

4. 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, that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

5. 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.

6. Additionally, in consideration for allowing the Participant to participate in the Activity, I AGREE, to the greatest extent permitted by law, TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT TO SUE Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR CPC Holdings, Inc., each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Burton Corporation, Beaver Creek Resort Company, 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, INJURY OR LOSS, INCLUDING DEATH, 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.

7. 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.

8. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

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 Mountain 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 (OR OTHER PARTICIPANT), I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT and acknowledge that the Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. 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 OR 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.

Last Name
CID
FTS
CM
G
P

MINOR PARTICIPANT (UNDER 18) INFORMATION	
<i>* Requires signature of Parent or Legal Guardian in the Box Below</i>	
Protective Helmets: The use of helmets is strongly recommended. Children age 12 and under must wear a winter sport protective helmet while participating in ski and ride school. In addition, children over the age of 12 who participate in designated children's classes or programs must wear a helmet. While helmets may reduce or mitigate the severity of some head injuries, their use does not guarantee safety and will not prevent certain injuries. Rental helmets are available at our children's ski school locations for your convenience.	
MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)
MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)
MINOR PARTICIPANT #3 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)

ADULT PARTICIPANT AND SIGNATURE OF PARENT / LEGAL GUARDIAN			
<u>I HAVE 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.</u>			
ADULT PARTICIPANT / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.)	X	SIGNATURE	DATE OF BIRTH (MM-DD-YYYY)
ADULT PARTICIPANT / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.)	X	SIGNATURE	DATE OF BIRTH (MM-DD-YYYY)
ADDRESS – Street Address/Mailing Address (please print)	City, State, Zip Code	Contact Phone #	
DATE	EMERGENCY CONTACT	RELATION	PHONE NUMBER
E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)			



CHILDREN'S RENTAL CENTER

GUEST INFORMATION

LAST NAME _____

FIRST NAME _____ M.I. _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____ COUNTRY _____

HOME TELEPHONE _____ LOCAL TELEPHONE / NAME OF LODGING _____

ADDITIONAL INFORMATION

WEIGHT _____ HEIGHT _____

DATE OF BIRTH _____ AGE _____

SKIING/SNOWBOARDING ABILITY
(Please Circle One)

BEGINNER INTERMEDIATE ADVANCED

DATE DUE: _____

DAYS PAID FOR: _____

For Seller
Last Initial

CHILDREN'S RENTAL CENTER HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I am either the guest named above or the parent or legal guardian of the minor guest named above (the "Renter"). I understand that skiing, snowboarding, participating in ski or ride school, renting equipment and using any of the ski area facilities, including the lifts, for any purpose (the "Activity") are **HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH. I AGREE THAT RENTER ASSUMES ALL THE DANGERS AND RISKS OF THE ACTIVITY**, known or unknown, inherent or otherwise, including injury or death.

I agree to accept the equipment listed on this form "AS IS," accept full responsibility for the care of the equipment, and agree to be responsible for the full value of any equipment not returned or returned in a damaged condition. I also agree that Renter will be the only person using the equipment and that no misrepresentations have been made regarding Renter's height, weight, age and/or ability level listed on this form.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. In downhill skiing, the binding system will not release at all times where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I understand that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO USER**, including knee injuries. I also understand that in snowboarding, cross-country skiing, and other sports utilizing equipment with non-release bindings, the binding system is not designed to and will not ordinarily release as a result of forces generated during ordinary use. **CHILDREN 12 AND UNDER MUST WEAR A WINTER SPORTS HELMET** while participating in ski and ride school; children over 12 who participate in designated children's classes or programs must wear a helmet. While recommended, I understand that helmet use does not guarantee safety and will not prevent certain injuries.

Renter has received and understands instructions on the use and functions of the equipment and agrees that the binding release/retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter has received satisfactory answers to any questions Renter had regarding the use and function of this equipment. If Renter feels the equipment is not functioning properly, Renter will stop using it and have it inspected, repaired or readjusted by a ski binding technician.

IN CONSIDERATION FOR ALLOWING RENTER TO USE THE EQUIPMENT, I AGREE TO HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY AND NOT TO SUE Vail Resorts, Inc., Vail Resorts Retail, The Vail Corporation, Vail Mountain, Beaver Creek, Breckenridge Resort, Keystone Resort, and each of their affiliated companies and subsidiaries, the United States, the equipment manufacturer or distributor, and all their respective insurance companies, 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 RENTER'S PARTICIPATION IN THE ACTIVITY, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** I further 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.

I AGREE THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION** of any claim shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado. This release shall continue to apply for each and every day Renter participates in the Activity and 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 enforceable. I acknowledge that I am signing this release on behalf of myself and my minor child, that my child shall be bound by all the terms of this release, and that this release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, OR MY MINOR CHILD, MAY OTHERWISE HAVE.

X _____ / _____ / _____
SIGNATURE OF GUEST / PRINTED NAME / DATE

For Shop Use Only

	MODEL	SIZE	NUMBER
SKI / BOARD			
BOOT			
HELMET			
BINDINGS	Make:		Din#:
OWN EQUIP	Make:		Din#:
STANCE		Regular	Goofy

"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 costs associated with such care or transport to such care.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. 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 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.

11. BY SIGNING ON BEHALF OF A MINOR 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 PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. 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 Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. 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.

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 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
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**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 under 18, I am the minor Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, racing, ski simulation, training, snowshoeing, snowmobiling, cross-country skiing, snow biking, tubing, ice skating, pond skimming, sledding, horse-drawn sleigh rides, riding the alpine coaster, zip lining, using the ropes/challenge courses, 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 parking lots, walkways, lodges, restaurants, 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 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. **I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which 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 guest 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 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 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. 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. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.
5. 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.
6. 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 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, The Burton Corporation, Beaver Creek Resort Company, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, 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