

Mt. Brighton Adaptive Sports Program Waiver & Release of Liability

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, 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 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.**

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, The 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.**

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 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.

13. FOR WILMOT MOUNTAIN ONLY: I understand that, for a fee of \$15.00 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*

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 and teens under age 18 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

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

ADULT PARTICIPANT / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.) SIGNATURE DATE OF BIRTH (MM-DD-YYYY)

ADULT PARTICIPANT / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.) 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.)

Last Name

FTS CID

CM

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