

Mt. Brighton Adaptive Sports Program
Student Information Form

Name: _____ Date _____

Phone() _____

Address: _____ City: _____

State: _____ Zip: _____ E-mail address: _____

Date of Birth: _____ Sex (Circle one): M F

Height: _____ Weight: _____

Describe Your Disability:

Physician Name: _____

Physician Phone: () _____

Medications: Dosage, Frequency, Reason for use and side effects:

General Physical Condition Circle One: Excellent Good Fair

Do You Have Seizures: Yes No Date of Last Seizure: _____

Type of Seizure: _____

Do You Have a Shunt: Yes No Do You Have Allergies, e.g., Latex: Yes No.

List All Allergies You May Have: _____

Do You Have Bladder or Bowel Adaptations? Yes No

Mobility (Circle or Fill In): Walker Crutches Braces Wheelchair

Other: _____

Motor Status: Please list any problems with muscle tone, range of motion or strength.
Also Note any spasticity or paralysis and area affected

Please check any of the following that apply to you:

- Poor Circulation in your limbs
- Diabetes
- Cardiovascular problems
- Vision Loss or impairment (If Checked Describe): _____

- Hearing Loss
- Sensory Loss
- Respiratory Problems
- Speech impairment
- Low endurance (tire easily)
- Other _____

Behavior and General Attitudes: Use the Following Numbers To Describe:

- 1 = Normal
- 2 = Mild problems, interferes infrequently
- 3 = Moderate problems, interferes frequently
- 4 = Severe problems, interferes constantly

Please enter number above to items below

- Frustration Intolerance
- Confusion
- Anxiety
- Distractibility
- Impulsivity
- Following Directions
- Problem Solving

___ Slowness of Speech

___ Spatial Disorientation

___ Memory Loss Short Term

___ Memory Loss Long Term

___ Temper

___ Ability to Self-Correct

___ Aphasia (expressive)

___ Aphasia (receptive)

Please note any additional information that would assist us with your experience:

Your Goals:

List name of other family, friends who will be skiing with you:

**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, 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 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.
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 US Holdings II, LLC, VR CPC Holdings, Inc., VR NW Holdings, Inc., VR NE Holdings, LLC, 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 "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 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.

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/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. 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.

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/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	

NAME:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
AGE	SHOE SIZE	GENDER	SUG. LENTH

“RENTER” MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS UNDER 18, I AM THE RENTER’S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE “ACTIVITY”) IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IS NOT LIMITED TO: changing weather conditions; variations in terrain, existing and changing trail and surface conditions, rocks, stumps, trees, erosion, collisions, natural or man-made obstacles, and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

I agree to accept the equipment listed on this form “AS IS” and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any tardy return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP IN REGARD TO RENTER’S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE stated on this form. I agree that Renter as received instruction regarding the use of this equipment, understands the function of the equipment and further 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 as received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment or replacement.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER’S SAFETY. In downhill skiing, the binding systems 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 Renter, including but not limited to knee injuries. I understand that in snowboarding the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Renter while using equipment. If I am signing on behalf of a minor, I acknowledge that 1) I have spoken to the minor Renter about the Activity; 2) the minor understands and appreciates the risks of participating in the Activity; and 3) the minor has voluntarily decided to participate in the Activity.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE, I AGREE TO DEFEND, INDEMNIFY, RELEASE AND NOT TO SUE Specialty Sports Venture LLC, Vail Resorts, Inc, The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, VR US Holdings, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, 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 the 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 take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys’ fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter’s participation in the Activity and 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 loss, injury and/or death regarding an alleged incident shall BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE

THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

I AGREE THAT THE CREDIT CARD I HAVE PROVIDED FOR THIS TRANSACTION MAY BE USED TO PAY FOR ANY AND ALL RELATED CHARGES.

I UNDERSTAND THIS RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

SIGNATURE OF RENTER: _____ DATE: _____

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____ DATE: _____
(IF THE RENTER IS UNDER 18 YEARS OF AGE)

SKIER TYPE			SNOWBOARD STANCE		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1	2	3	L	R	

WEIGHT (LBS)	HEIGHT (IN.)	skier code	P 288	R 318	B 348	G 368
22-29		A		Skiers Less than 48 lbs		
30-38		B	0.75			
39-47		C	1			
48-56		D	1.5			
57-66		E	1.75	MAXIMUM INCREASE		
67-78		F	2.25			
79-91		G	2.75			
92-107	-4’10”	H	3	2.75	2.5	
108-125	4’11”-5’1	I	4	3.5	3	
126-147	5’2”-5’5”	J	5	4	3.5	3
148-174	5’6”-5’10	K	6	5	4.5	4
175-209	5’11”-6’4	L	7	6	5.5	5
210+	6’5”+	M	8.5	7	6.5	6
		N	10	8.5	8	7.5
		O	11.5	10	9.5	9
		P		12	11	10.5

EQUIPMENT	
Ski/Snowboard	
SERIAL	
LENGTH	BRAND
Boot	
SIZE	LENGTH
Helmet	
SIZE	SERIAL

VISUAL INDICATOR SETTING	
TECH INITIALS	
RENTER’S SIGNATURE	

The Undersigned understands that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of Renter’s safety. The Undersigned further recognizes 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 RENTED	
HELMET DECLINED	

I am responsible for the full retail value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, lost, misplaced, or stolen equipment. I am responsible for the full retail value of any equipment that is not returned, or damaged due to negligence.