

SUMMER ACTIVITY
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. "PARTICIPANT" MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN THE ACTIVITY. THE "UNDERSIGNED" MEANS EACH PARTICIPANT, AND WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT'S PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT PARTICIPATING IN RECREATIONAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES DESCRIBED BELOW (HEREINAFTER THE "ACTIVITY" or "ACTIVITIES").

2. The Undersigned understand and agree that Activities such as hiking, biking, mountain biking, simulated skiing, boating, canoeing, equipment rental, use of the climbing wall, alpine slide, rebound trampoline, laser tag, orienteering, disc golf, and other recreational activities, including use of the ski area facilities or chair lifts for any reason, **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH. THE UNDERSIGNED EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY.** The Undersigned further understand that certain the the Activities entail risks of injury or death, including risks that are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. The Undersigned acknowledge and understand that the description of risks below is a warning about unique risks associated with some of the Activities, but is not complete.

Climbing Wall	Use of Climbing Wall is hazardous and involves risks such as slipping, falling, equipment failure, improper use of equipment, loose holds, becoming entangled in the ropes, and colliding with other participants.
Watersports/Boating	Renting watercraft, boating, and water sports can be hazardous and involve risks such as capsizing, swimming, drowning, cold water immersion, equipment failure, and improper use of equipment.
Alpine Slide and Zip Line Tour	Use of the Alpine Slide or a Zip Line may be hazardous and involves risks such as loss of control, excessive speed, collisions, falls, equipment failure, and negligence of other Activity participants.
Mountain Biking	Mountain biking is hazardous and involves risk of serious injury. Risks include equipment failure, rugged and steep terrain, cliffs, drops, holes, streams, and other natural or constructed features, such as bridges, ramps, berms, and bumps.
Off-Road Tours	Risks include crashes, collisions, rollovers, rugged terrain, extreme weather, equipment failure, driver error, and other risks related to travel on rugged mountainous terrain on unimproved roads.
Trampoline	Trampoline jumping is hazardous and includes risks such as equipment failure, improper use of equipment, slipping, falling, and becoming entangled with a bungee cord while jumping.

3. If Participant is renting equipment, the Undersigned agree to accept for use the rented equipment "AS IS" and **WITH NO WARRANTIES**, express or implied. The Undersigned will be responsible for the replacement at full retail value as determined by VRMC of any equipment rented hereunder and not returned or returned in a damaged condition. The Undersigned further agree that the Participant(s) listed on this form will be the only person(s) using the rental equipment. The Undersigned agree that Participant will not use any of the equipment listed on this form until Participant has received instruction on its use and Participant fully understands the equipment's use and function.

4. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** The Vail Corporation d/b/a Vail Resorts Management Company ("VRMC"), its parent Vail Resorts, Inc., its affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, 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 hereinafter a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity. The Undersigned take full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of 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.** By execution of this release, **THE UNDERSIGNED AGREE NOT TO SUE A RELEASED PARTY** and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

5. 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 care provider to carry out any emergency medical care for Participant; 2) authorize a

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 if 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 and transportation.

6. In consideration of allowing Participant to participate in the Activity and for using the ski area facilities, **THE UNDERSIGNED 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.

7. The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY.** By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor Participant. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS AND FRAUDULENT EXECUTION OF THIS AGREEMENT.**

MINOR PARTICIPANT (UNDER 18) INFORMATION

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print)

AGE

MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print)

AGE

MINOR PARTICIPANT #3 – Last Name, First Name, M.I. (please print)

AGE

MINOR PARTICIPANT #4 – Last Name, First Name, M.I. (please print)

AGE

** Requires Parent/Guardian to Complete and Sign Below*

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

ADULT INFORMATION

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

ADDRESS – Street Address/Mailing Address (please print)

ADDRESS – City, State, Zip/Postal Code (please print)

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.)

DATE

X

SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN