

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. I understand that renting and using bicycling equipment, riding a bicycle on-road, off-road or in a bike park, guided or unguided, bicycle racing or competing, participating in bicycle instruction, and using ski area facilities, including the lifts, for any purpose (the "Activity") **ARE HAZARDOUS AND MAY CAUSE PHYSICAL INJURY, DEATH OR PROPERTY DAMAGE.** I understand that each person participating in the Activity is a "Participant" and that I am signing this on my own behalf and, if a Participant is under the age of 18, I am signing as the minor Participant's parent or legal guardian.

2. **I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY.** I understand that risks associated with the Activity include, but are not limited to: the negligence of other participants and instructors; equipment malfunction, including unexpected loss of braking or handling; collisions; varying weather and surface conditions; slick or uneven surface conditions; variations in slope and terrain; forest growth/downed timber; rocks, loose gravel, dirt and paved surfaces; holes and potholes; debris; trail configuration; marked and unmarked obstacles; bike park terrain features; high speeds; high altitude; strenuous activity; encountering wildlife; sharing ski area facilities and trails with others; and following the direction of instructors and officials.

3. I acknowledge that: (a) Participant has been informed of and understands all rules and regulations of participation in the Activity; (b) Participant is responsible for understanding and complying with all signage, including instructions on use of the lifts; (c) Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts; (d) equipment and obstacles may be encountered at any time; and (e) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity. I acknowledge that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity and that **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS.** If my child is participating, I also acknowledge that: (f) I have spoken to my child about the Activity; (g) my child understands and appreciates the risks of participating in the Activity; and (h) my child is voluntarily participating in the Activity.

4. **IN CONSIDERATION FOR MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITY, I AGREE TO RELEASE, DEFEND, INDEMNIFY AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, all of their affiliated companies and subsidiaries, the United States, the land owner, equipment manufacturer, and all their respective insurance companies, successors in interest, commercial and corporate 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 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 agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought as a result of Participant's participation in the Activity.

5. 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 and/or other medical care provider to carry out any emergency medical care for Participant when deemed necessary and agrees to be fully responsible for any associated costs.

6. 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 STATE** or federal court sitting in the district where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

7. If Participant is under the age of 18, I represent that I am the minor Participant's parent or legal guardian and **I VOLUNTARILY GRANT PERMISSION FOR THE MINOR TO TAKE PART IN THE ACTIVITY.** I acknowledge that I am 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.** By signing this agreement without a parent or guardian's signature, I represent that I am at least 18 years of age. **I 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.**

8. **USE OF A HELMET IS STRONGLY RECOMMENDED.** I understand that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that biking and other related activities can expose the user to forces that exceed the limits of protection provided by a helmet.

9. This release shall be binding to the fullest extent permitted by law and shall continue to apply for the duration of the operating season. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my and my child's assignees, subrogers, distributors, heirs, next of kin, executors and personal representatives.

▼▼▼ MINOR'S INFORMATION ▼▼▼

* REQUIRES PARENT/GUARDIAN TO COMPLETE FORM AND SIGN BELOW

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 INFORMATION – PARTICIPANT / PARENT / LEGAL GUARDIAN

ADULT/GUARDIAN #1 – Last Name, First Name, M.I. (please print)

Date of Birth (MM-DD-YYYY)

X _____
SIGNATURE

DATE

ADULT/GUARDIAN #2 – Last Name, First Name, M.I. (please print)

Date of Birth (MM-DD-YYYY)

X _____
SIGNATURE

DATE

ADDRESS – Street Address/Mailing Address (please print)

City, State

Zip Code

E-MAIL ADDRESS*

PHONE NUMBER

EMERGENCY CONTACT

RELATION

PHONE NUMBER

* Give us your email address to receive snow alerts, resort news, exclusive offers & more. We respect your privacy and will not rent, sell or trade your e-mail address without your permission.