

AVALANCHE CLINIC, BACKCOUNTRY CLINIC & HELI-ASSISTED SKI-TOURING 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. The person who is participating in the Activity (as defined below) is referred to as "Participant." I am either the Participant or, if the Participant is a minor, I am the Participant's parent or legal guardian. I understand that participating in avalanche education clinics, backcountry awareness clinics, guided tours and/or other winter recreational activities and training clinics in remote or wilderness areas, which activities may include skiing, snowboarding, snowmobiling, ski simulation, training, snowshoeing, cross-country skiing, snow biking, heli-skiing, heli-assisted ski-touring, cat skiing, and transportation to remote areas including travel by and movement in and around helicopters (collectively, the "Activity"), carries risks above and beyond those associated with recreational skiing and 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, as a "skier" (as may be defined by statute or other applicable law), and as a passenger in an aircraft, **ASSUMES ALL INHERENT DANGERS AND RISKS** of the Activity.

3. Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. Every Participant has the responsibility to enjoy a safe and healthy experience. The resort cannot eliminate the risk that a Participant is exposed while engaged in the Activity. The Participant agrees it is his or her responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required or advised, wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

4. I understand that I am expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond the inherent dangers and risks of the Activity, including but not limited to:** avalanches; cornices; suffocation; crevasses; snow immersion; rugged mountainous terrain; terrain that is not marked, inspected or otherwise controlled; being lost or separated from a guide or group; vehicular including aircraft transportation in dangerous conditions; lack of, limited access to and/or delay of rescue efforts or medical attention; equipment or aircraft malfunction, failure or damage; improper use or maintenance of equipment or aircraft; the negligence of Participant, an instructor, pilot, or guide (including selection of terrain that exceeds Participant's ability), or others; falling; free skiing; slick or uneven surfaces; ice; loss of balance; tree wells; downed timber; rocks; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained or unmarked trails/roads; trail obstructions; Participant's failure to comply with signage; collisions with natural or man-made objects or other people; encounters with snowmobiles and/or other motor vehicles; lack of shelter; misloading, entanglement, or falls from lifts; storms, lightning, hail, snow and other adverse weather; Participant's health condition; strenuous activity; exhaustion; dehydration; hypothermia; altitude sickness; other sickness; 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.**

5. I agree that Participant assumes the responsibility of maintaining control of his or her person at all times while engaging in the Activity and for reading, understanding and complying with all instructions and signage (including instructions on travel in aircraft and 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 acknowledge that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries occur and are common.

6. 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 represent that Participant will be the only person using the equipment and that no misrepresentations have been made in regards to the height, weight, age and/or skiing/snowboarding ability level of the Participant. **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** and 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.

7. 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., VR PA Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., Andermatt-Sedrun Sport AG, 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, Blackcomb Helicopters Limited Partnership, Blackcomb Helicopters Ltd., Blackcomb Aviation Limited Partnership, Blackcomb Aviation Ltd., Blackcomb Aviation Leasing Limited Partnership, Blackcomb Aviation Leasing Ltd., the United States, His Majesty The King In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate

sponsors, affiliates, subsidiaries, agents, employees, independent contractors, representatives, assignees, officers, directors, partners, investors 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 IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSBC 1996 c 337. 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.**

8. 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.

9. 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 agrees to be fully responsible for any costs associated with such care or transport to such care.

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

11. 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 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.

12. BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT and acknowledge that the minor 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).

13. I understand that this Agreement will apply for each and every date Participant engages in the Activity during the operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on the Participant, me, and my assignees, subrogors, distributors, heirs, next of kin, executors, administrators, 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.

MINOR PARTICIPANT INFORMATION - Requires Parent / Guardian to Complete, Sign & Date Below

Protective Helmets: 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 #1 – 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)

ADULT PARTICIPANT & SIGNATURE OF PARENT/GUARDIAN – Required to Complete, Sign & Date Below

ADULT / PARENT / GUARDIAN #1 – Last Name, First Name, M.I. _____ **X** _____
Date of Birth (MM-DD-YYYY) SIGNATURE DATE

ADULT / PARENT / GUARDIAN #2 – Last Name, First Name, M.I. _____ **X** _____
Date of Birth (MM-DD-YYYY) SIGNATURE DATE

ADDRESS – Street Address / Mailing Address City State / Province Zip / Postal Code Contact Phone #

EMERGENCY CONTACT RELATION PHONE NUMBER

E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)