

SUMMER COMPETITION, RACING AND TRAINING 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 taking part in mountain biking, road or other biking, running, or other sport or multi-sport racing, competition, or training activities as an athlete, coach, staff member, volunteer, event credential holder, spectator, or other participant is referred to as "Participant." I am the Participant or, if the Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that mountain biking, road or other biking, running, outdoor sports recreation, race training, competition, bike testing, other equipment testing, obstacle courses, using freeride terrain or bike park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the chairlifts/gondolas, ski slopes, trails, walkways, and restrooms, for any purpose (the "Activity"), can be **HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. 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, 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.

3. I expressly acknowledge and assume (1) all inherent risks and dangers of the Activity and (2) additional risks and dangers that may be above and beyond or different from the inherent dangers and risks of the Activity, all of which may result in property damage, physical injury, and/or death and which include but are not limited to: Falling or loss of balance; loss of control; muddy, icy, slick or uneven surfaces; high speeds; equipment damage, failure, or malfunction (including loss of braking or handling); improper use or maintenance of equipment; collisions or entanglements with other people, ropes/cables, equipment, and natural or man-made objects; forest growth/downed timber, rocks, loose gravel, streams, creeks, holes, potholes, debris, and other rugged, steep, slippery or otherwise dangerous mountainous terrain; high altitude and extreme weather; natural or constructed features, such as bike park terrain features, bridges, ramps, jumps, berms, drops, and bumps; encounters with wild animals; unmaintained or unmarked trails/roads or trail obstructions; the **negligence** of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; vehicle collisions, driver error and rollovers; misloading, entanglements, or falls from chairlifts/gondolas; open water, capsizing, swimming, drowning, and cold water immersion; 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, sunburn, exhaustion, dehydration, hypothermia, altitude sickness, other 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. **NOTICE FOR HUNTER MOUNTAIN:** When skiing or riding in the State of New York, skiers, snowboarders and ski lift passengers are governed by the New York State Safety in Skiing Code (Article 18 of the NYS General Obligations Law). Before utilizing your pass or affixing a ticket or allowing a ticket to be affixed to your person, your attention is directed to a posted 'Warning to Skiers' which is displayed where lift tickets are purchased. New York law requires you to seek out, read, review and understand the 'Warning to Skiers' sign before you decide to participate in the sport of skiing.

5. I expressly acknowledge that (a) Participant is a "competitor" at all times, whether practicing for competition or in competition; (b) Participant has been informed of and understands all rules and regulations of participation in the Activity; (c) Participant is responsible for maintaining control at all times while engaging in the Activity; (d) Participant is responsible for reading, understanding and complying with all signage, including instructions on the use of lifts; (e) Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts; (f) falls, collisions and injuries are a common and ordinary occurrence of the Activity; (g) equipment and obstacles may be encountered at any time; (h) **PARTICIPANT HAS THE OPPORTUNITY TO AND SHALL INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity; and (i) **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS**, including but not limited to course construction, layout and obstacles.

6. I agree to accept any equipment "**AS IS**" and **WITH NO WARRANTIES**, express or implied. I agree that the Participant listed on this form will be the only person using the equipment and will not use it until Participant has received and understands instructions on its use and function.

7. Additionally, in consideration for allowing the 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 PA Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., VR NE Holdings, LLC, VR NW Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, TSG Ski & Golf, LLC, 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 IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. 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 grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. 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.

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 (a) Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be in the Supreme Court of the State of New York, County of Greene or in the US District Court for the Northern District of New York.

12. **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.

13. 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. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

14. **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 activities can expose the user to forces that exceed the limits of protection provided by a helmet.

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

_____ MINOR / INFANT #1 – Last Name, First Name, M.I. (print)	_____ Date of Birth (MM-DD-YYYY)	_____ Gender *
_____ MINOR / INFANT #2 – Last Name, First Name, M.I. (print)	_____ Date of Birth (MM-DD-YYYY)	_____ Gender *
_____ MINOR / INFANT #3 – Last Name, First Name, M.I. (print)	_____ Date of Birth (MM-DD-YYYY)	_____ Gender *
_____ MINOR / INFANT #4 – Last Name, First Name, M.I. (print)	_____ Date of Birth (MM-DD-YYYY)	_____ Gender *

ADULT PARTICIPANT / PARENT / LEGAL GUARDIAN INFO. – Required to Complete, Sign & Date Below

_____ ADULT / PARENT / GUARDIAN – Last Name, First Name, M.I. (print)	_____ Date of Birth (MM-DD-YYYY)	_____ Gender *
_____ ADDRESS – Street Address/Mailing Address, City, State/Province, Zip/Postal Code (please print)		_____ PHONE NUMBER
_____ EMERGENCY CONTACT (print full name)	_____ RELATION	_____ PHONE NUMBER

X _____
SIGNATURE DATE

* Used only for Activity Division, Category, or Class Designation

For Resort Use Only

Tracking # _____