

**VISITING OFFICIAL/VOLUNTEER HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT**

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

Activity: **SKI & SNOWBOARD CLUB VAIL
VISITING OFFICIAL/VOLUNTEER**
Date(s): **VAIL DEVO MOGULS--01-07-06**

“OFFICIAL” MEANS THE INDIVIDUAL LISTED ON THIS FORM PARTICIPATING AS A VOLUNTEER, INSTRUCTOR, COACH, ADMINISTRATIVE STAFF, TUTOR, TRAINER OR OFFICIAL IN ANY SKI AND/OR SNOWBOARD COMPETITION, TRAINING OR OTHER ACTIVITY ASSOCIATED WITH SKI & SNOWBOARD CLUB VAIL. OFFICIAL UNDERSTANDS AND AGREES THAT TAKING PART IN ANY SKI AND/OR SNOWBOARD COMPETITION AND/OR TRAINING, USING FREESTYLE TERRAIN OR TERRAIN PARK FEATURES, SKIING, SNOWBOARDING AND USING SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE (HEREINAFTER THE “ACTIVITY”) **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

The Official expressly **ASSUMES ALL RISKS** associated with Official’s participation in the Activity, known or unknown, inherent or otherwise; the Official agrees and understands these risks include, but are not limited to, risks associated with: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, varying weather and surface conditions, diminished visibility, rugged mountainous terrain, variations in terrain, bumps, stumps, forest growth, downed timber, rocks of various sizes, strenuous activity, high altitude, collisions, drills, exercises, free skiing, failure of protective barriers and fencing, sharing ski area facilities and Activity venues with people directly involved and/or not directly involved in the Activity and following the direction of Activity instructors. The Official understands and acknowledges: 1) Official has been informed and understands all rules and regulations of participation in the Activity; 2) Official is responsible for reading, understanding and complying with all signage, including instructions on use of the lifts; 3) Official must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts; 4) Official assumes the risks of riding the lifts and engaging in activities accessible from the lifts; 5) Official may encounter snowmobiles, snowmaking, snow-grooming equipment and equipment related to the Activity at any time; and 6) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity. The Official agrees and understands that **OFFICIAL HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity and that **OFFICIAL ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS**, including but not limited to risks associated with design, construction, layout and/or obstacles.

The Official **ASSUME ALL RISKS** associated with the Official’s participation in the Activity. **IN CONSIDERATION OF ALLOWING THE OFFICIAL TO PARTICIPATE IN THE ACTIVITY, THE OFFICIAL AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Vail Resorts, Inc. (the “Holding Company”), The Vail Corporation d/b/a Vail Resorts Management Company (“VRMC”), their affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, Time4Media, Inc., Octagon, Inc. d/b/a NASTAR, Ski & Snowboard Club Vail, United States Ski & Snowboard Association, the United States, and all their respective insurance companies, successors in interest, commercial & 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 Official’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.** The Official takes full responsibility for any injury or loss to Official, including death, which Official may suffer, arising in whole or in part out of the Activity. By execution of this release, **THE OFFICIAL 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 Official further agrees to defend and indemnify each Released Party for any and all claims of the Official and/or a third party arising in whole or in part from the Official’s participation in the Activity. The Official agrees 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 Official.

The Official represents that Official is in good health and there are no special problems associated with Official’s condition. The Official: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Official; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Official or to transport the Official to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that upon Official’s transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Official; 4) agree to pay all costs associated with the medical care and related transportation provided for Official; and 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

INITIALS: _____

[OVER]

