

Ski/Activity Waiver

Employee & Dependent Pass Application

The user ("Holder") of a Vail Resorts employee or employee dependent ski pass/ID card (the "pass") is responsible for knowing and complying with Your Responsibility Code, the Colorado Ski Safety Act (and similar state legislation), the Alpine Responsibility Code, and the terms and conditions of this form. Holders who fail to comply with these terms may be subject to disciplinary action, and revocation of skiing privileges. Additionally, employees are responsible for knowing and complying with the Vail Resorts Employee Guide. Employees who fail to comply with these terms may be subject to disciplinary action, including termination.

The pass is the property of Vail Resorts and is entrusted to Holder's care. In the event the pass is lost or stolen, Holder must immediately report it as missing to the pass office. Failure to do so within 48 hours may result in its revocation. The determination to revoke the pass is in Vail Resorts' sole discretion. Passes are non-transferable. Holder agrees not to allow another person to use Holder's pass. Fraudulent misuse of the pass will result in its immediate revocation, and may constitute a criminal offense. No complimentary ticket will be issued in lieu of a forgotten, lost or stolen pass. Holder may be charged a \$25 replacement fee for any reissued pass. Holder acknowledges the ski lift privileges conveyed with the pass constitute a revocable license.

Holder acknowledges that any use of the pass or the ski area facilities beyond the course and scope of holder's specifically enumerated or directed employment duties constitutes a recreational and/or non-employment use of the pass, which operates as a total bar to all workers' compensation benefits for any injury sustained while engaged in such use. Furthermore, holder is subject to the ski pass release of liability agreement signed in conjunction with this form when engaged in recreational and/or non-employment-related use of the pass (or a replacement pass), including for future seasons or periods of employment, even if the pass is temporarily inactive due to seasonal or intermittent employment.

Holder acknowledges recreational and/or non-employment-related use of the pass includes, but is not limited to, any use: (1) during days or time off; (2) prior to the commencement or after the cessation of employment duties; (3) during a work break according to company policies, rules and regulations governing such breaks; and (4) beyond the course and scope of Holder's specifically enumerated or directed employment duties. Holder acknowledges that use of the pass as described immediately above is Holder's voluntary choice and Holder understands that he/she shall not be covered in any manner by workers' compensation benefits while so engaged.

RF Technology: We have enabled your pass with Radio Frequency (RF) Technology. RF Technology allows us to read RF passes at short range through jackets and clothing for convenience and ease of use. We use RF readers to authenticate lift passes and to determine customer presence at ski lift boarding zones. To learn more about RF Technology, please visit snow.com/rft.

"Vail Resorts®" is a catch-all name used for all companies that are part of the Vail Resorts corporate family. Vail Resorts, Inc., the parent company, is traded on the New York Stock Exchange (Symbol: MTN). It functions strictly as a holding company and one of its various operating subsidiaries is your actual employer. Revised August 2018

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

I UNDERSTAND THAT SKIING, SNOWBOARDING, SKI/RIDE INSTRUCTION, RACING/COMPETING, AND/OR USING ANY OF THE SKI AREA FACILITIES, INCLUDING BUT NOT LIMITED TO USE OF THE PARKING LOTS, WALKWAYS, LODGES, RESTAURANTS, LIFTS, OVER-SNOW VEHICLES, TERRAIN PARKS AND RACE COURSES, FOR ANY PURPOSE (THE "ACTIVITY"), CAN BE HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I AGREE THAT "SKI AREA FACILITIES" AND "ACTIVITY" ALSO INCLUDE TUBING, ICE SKATING, SLEDDING, ZIP-LINING, ROPES COURSES, ROCK CLIMBING, ALPINE COASTERS AND ANY OTHER FAMILY OR ADVENTURE ACTIVITY AVAILABLE AT OR THROUGH THE SKI AREA.

I understand that risks related to the Activity include but are not limited to: falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; tree wells and stumps; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of the pass holder, Ski Area employees, or other guest to act safely (including an instructor's selection of terrain that exceeds the pass holder's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; 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; the pass holder's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/ or mental distress from exposure to any of the above.

I agree that the pass holder assumes the responsibility of maintaining control at all times while skiing or riding. I further agree that the pass holder is responsible for reading, understanding and complying with all signage and verbal instructions of ski area employees. The pass holder must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor may use the ski lifts without an adult present and that vehicles, snowmobiles, snowcats, snowmaking, and/or snow-grooming equipment may be encountered at any time.

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE (OR FOR THE PASS HOLDER TO PARTICIPATE) IN THE ACTIVITY AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration for being allowed 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, and their affiliated companies, including but not limited to those that operate the Vail, Beaver Creek, Keystone, Breckenridge, Crested Butte, Heavenly, Kirkwood, Northstar California, Park City, Afton Alps, Mt. Brighton, Wilmot Mountain, Stowe, Okemo, Mt. Sunapee, Whistler Blackcomb, Stevens Pass, Perisher resorts, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, TSG Ski & Golf, LLC; the U.S. Forest Service, Her Majesty The Queen In Right Of The Province Of British Columbia and all their respective affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH MAY BE SUFFERED, ARISING IN WHOLE OR IN PART OUT OF THE 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 ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. By agreeing not to sue, I AM RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY. 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 THE PASS HOLDER'S BEHALF or for ANY MISREPRESENTATIONS MADE

IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

I AGREE THAT ANY AND ALL CLAIMS for injury, death and/or loss regarding an alleged incident **SHALL BE GOVERNED BY THE LAW OF THE STATE OR PROVINCE WHERE THE ALLEGED INCIDENT OCCURRED** and **EXCLUSIVE JURISDICTION** shall be in a court of competent jurisdiction in the State or Province 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).

BY SIGNING ON BEHALF OF ANOTHER ADULT OR A MINOR, I represent that that the terms and conditions of this Release of Liability were brought to the attention of each such person, I am authorized to sign on behalf of each such person and acknowledge that each such person is bound by all the terms of this Release. BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THEIR PARENT OR LEGAL GUARDIAN, I authorize a licensed physician or other medical care provider to carry out any emergency medical care for pass holder, and I acknowledge that they shall be bound by all the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent that I am at least 18 years old (US) or 19 years old (Canada).

FOR WILMOT MOUNTAIN ONLY: I understand that, for a fee of \$100.00, Wilmot Mountain offers an optional season pass that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge that I, and any other pass holder I am signing for, am/are aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive the right to purchase the same.

PASS HOLDER ACKNOWLEDGES THAT THE RELEASE OF LIABILITY SIGNED IN CONJUNCTION WITH THIS FORM WILL CONTINUE TO APPLY DURING ALL TIMES THE HOLDER IS USING THE PASS (or a replacement pass), including for future seasons or periods of employment of the qualified employee, even if the pass is temporarily inactive due to seasonal or intermittent employment. 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.

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