

**VOLUNTARY EMPLOYEE ACTIVITIES
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. I, the undersigned, am participating in voluntary activities that may be related to my employment, which may include ski or snowboard training clinics, employee fitness classes, ski and snowboard testing, or other voluntary recreational activities (collectively the "Activity") and understand that the Activity **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**
2. I understand that I may not participate in the Activity without signing and returning this Agreement prior to participating.
3. I acknowledge that this Agreement applies to all voluntary Activities and that I, as an employee, **AM NOT COVERED BY WORKERS' COMPENSATION BENEFITS** while participating in a voluntary Activity, regardless of whether I am utilizing an employee ski pass or wearing a uniform or whether the Activity is sponsored by my employer. I agree to check with my manager if I am unsure whether an Activity is voluntary or not. I understand that participating in the Activity is not part of my employment and that **ANY INJURY I SUSTAIN WHILE TAKING PART IN THE VOLUNTARY ACTIVITY WILL NOT BE COVERED BY WORKERS' COMPENSATION BENEFITS.**
4. I expressly **ASSUME ALL RISKS** associated with the Activity, known or unknown, inherent or otherwise. I understand these risks include, but are not limited to, risks associated with the natural environment or activity venue, man-made and natural obstacles, equipment malfunction, and the negligence of others.

5. IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITY, I AGREE 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 NE Holdings, LLC, VR NW Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, 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") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from my 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 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.**

6. I am in good health and have no special conditions that would limit my participation in the Activity. I authorize a licensed medical care provider to carry out any emergency medical care which may be necessary and agree to be fully responsible for any associated costs.
7. 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 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.
8. By signing this agreement, I represent that I am at least 18 years of age. 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 assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

VOLUNTARY PARTICIPANT EMPLOYEE INFORMATION

Last Name, First Name, M.I. (please print)

Address (please print) – Street, Apt./Suite City State / Province Zip / Postal Code Country

Date of Birth (MM-DD-YYYY) Emergency Contact Relation Phone Number

X _____

VOLUNTARY PARTICIPANT EMPLOYEE SIGNATURE

DATE