

SSCV COMPETITION AND TRAINING
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.

1. The person who is participating in the Ski/Snowboard Club as an athlete, coach, staff member, volunteer, official, or other participant, or is otherwise taking part in the ski or snowboard race or competition, training, or training-related activities is referred to as "Participant." The "Undersigned" means the Participant **AND**, when the Participant is under the age of 18, it includes the Participant's parent or legal guardian. The Undersigned agrees that skiing, snowboarding, race training, racing, competition and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), are **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned understands that a person using any of the facilities of the ski area is considered a "skier" and that the Participant, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (the "Act").

3. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND ASSUMES ADDITIONAL RISKS AND DANGERS THAT MAY RESULT IN PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH ABOVE AND BEYOND THOSE OUTLINED IN THE ACT, INCLUDING BUT NOT LIMITED TO:

Falling; avalanches; cornices; suffocation; crevasses; drills; exercises; free skiing; following the direction of a race team leader; practice slopes; warm-up slopes; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; Participant's use of his/her own personal equipment; Participant's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Participant's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understands that a minor Participant may use the ski lifts without an adult present. The Undersigned acknowledges that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledges that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity.

6. The Undersigned agrees that the Participant is a "competitor" at all times, whether practicing for competition or in competition. The Undersigned acknowledges that the Participant has the opportunity to inspect the ski/snowboard training course and/or competition course prior to participating in the Activity. **THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY (INCLUDING BUT NOT LIMITED TO COURSE CONSTRUCTION OR LAYOUT AND OBSTACLES) WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

7. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED AGREES TO INDEMNIFY, REIMBURSE, RELEASE AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, their affiliated companies and subsidiaries, Ski and Snowboard Club Vail, the United States, 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 property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which 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.** By agreeing not to sue, the Undersigned is releasing any right to make a claim or file a lawsuit against any Released Party.

8. The Undersigned represents that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. The Undersigned authorizes 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 associated costs.

9. In consideration for being allowed to use the ski area facilities, **THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS** regarding an alleged incident **SHALL BE GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado.

10. The Undersigned represents that he or she is the minor Participant's parent or legal guardian and **VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY**. The Undersigned acknowledges that he or she is also signing this release on behalf of the minor Participant and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE**. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS AND FRAUDULENT EXECUTION OF THIS AGREEMENT.**

11. The Undersigned understands that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

MINOR PARTICIPANT (UNDER 18) INFORMATION	

MINOR PARTICIPANT – Last Name, First Name, M.I. (please print)	AGE
* Requires Parent/Guardian to Complete and Sign Below	

ADULT /PARENT/LEGAL GUARDIAN INFORMATION			

ADULT	LAST NAME, FIRST NAME, M.I. (please print)		
ADDRESS – Street Address/Mailing Address (please print)		City, State	Zip Code
DATE OF BIRTH (MM-DD-YYYY)	EMERGENCY CONTACT	RELATION	PHONE NUMBER
X	_____		_____
	SIGNATURE	DATE	