

**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." I am a Participant and, if signing on behalf of a minor, I am the parent or legal guardian of a minor Participant. I agree that skiing, snowboarding, race training, skiing instruction, 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. I understand 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. **I EXPRESSLY ACKNOWLEDGE AND ASSUME 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; free skiing; following the direction of a race team leader or ski area employee; 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 or 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. I agree that 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, I understand that a minor Participant may use the ski lifts without an adult present. I acknowledge that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. I acknowledge 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. I agree that the Participant is a "competitor" at all times, whether practicing for competition or in competition. I acknowledge that the Participant has the opportunity to inspect the ski/snowboard training course and/or competition course prior to participating in the Activity. **I UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE 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, **I AGREE TO INDEMNIFY, REIMBURSE, RELEASE AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, their affiliated companies and subsidiaries, Ski and Snowboard Club Vail, the activity operator, 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 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, I am releasing any right to make a claim or file a lawsuit against any Released Party.

8. 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 agrees to be fully responsible for any associated costs.

9. In consideration for being allowed to use the ski area facilities, I AGREE 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. I represent that I am the minor Participant's parent or legal guardian and VOLUNTARILY GRANT PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY. I acknowledge that I am signing this release on my own behalf and 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, I represent that I am at least 18 years of age. I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

11. I understand that this Agreement is a contract, shall be binding to the fullest extent permitted by law, and shall apply to each and every time the Participant participates in the Activity. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

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 _____