SUMMER ACTIVITY
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

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

1. I understand that each person participating in the Activity is a "Participant" and that I am signing this on my own behalf and, if my child is a Participant under 18, on behalf of my child.

2. I understand that certain recreational activities, including but not limited to zip lining, hiking, road or mountain biking, simulated skiing, boating, canoeing, other water sports, tubing, sledding, laser tag, orienteering, disc golf, geocaching, roller or ice skating, off-road vehicle tours, using the climbing wall, ropes/challenge course, alpine slide, alpine coaster or rebound trampoline, and other recreational activities, including use of the ski area facilities or chair lifts for any reason (the "Activities"), CAN BE HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH. I understand that the Activities include risks that are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity and EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH EACH ACTIVITY.

3. I understand that all Activities carry the risk of equipment failure or improper use, risks associated with the natural rugged environment, and risk that others, including the operator or instructor, will act negligently. In addition, each Activity carries certain unique risks, which include: colliding with others; rugged and steep terrain, gravel, cliffs, drops, holes, streams, and other natural or constructed features, such as bridges, ramps, berms, and bumps; slipping, falling, loose holds, becoming entangled in the ropes or cables; capsizing, swimming, drowning, and cold water immersion; vehicle collisions, rollovers, rugged terrain, extreme weather, driver error, and other risks related to travel on rugged, mountainous terrain on unimproved roads.

4. If Participant is renting equipment, I agree to accept the rented equipment "AS IS" and WITH NO WARRANTIES, express or implied. I agree that the Participant listed on this form will be the only person using the equipment and will not use it until Participant has received and understands instructions on its use and function. I agree to pay the full retail value of any equipment not returned or returned in a damaged condition.

5. IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE, I AGREE TO DEFEND, INDEMNIFY, RELEASE AND NOT TO SUE Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, 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 the Participant'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. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by me or on my or my child's behalf, or as a result of the Participant's participation in the Activity.

6. 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 agree to be fully responsible for any associated costs.

7. I agree that ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE or federal court sitting in the district 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).

8. I represent that I am the minor Participant's parent or legal guardian and I VOLUNTARILY GRANT PERMISSION FOR MY CHILD TO TAKE PART IN THE ACTIVITY. I acknowledge that I am signing this release on behalf of my child and that MY CHILD 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.

MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete and Sign Below

MINOR #1 – Last Name, First Name, M.I. (*print*)	**Date of Birth (MM-DD-YYYY)**	**MINOR #2 – Last Name, First Name, M.I. (*print*)**	**Date of Birth (MM-DD-YYYY**

ADULT INFORMATION - Requires Parent/Guardian to Complete and Sign Below

	X		
ADULT/GUARDIAN #1 – Last Name, First Name, M.I. (*please print*)	**Date of Birth (MM-DD-YYYY)**	**SIGNATURE**	**DATE**

EMERGENCY CONTACT	**RELATION**	**PHONE NUMBER**