

DAY CARE AND CHILDREN'S CENTER
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 OVER 18 years old (US) or 19 years old (Canada) AND THE PARENT OR LEGAL GUARDIAN OF EACH MINOR/INFANT NAMED BELOW (each "my child"). I have the right to make decisions concerning the care, custody, and control of each minor/infant. I understand that activities in ski school and daycare, including riding the lifts, swimming, snowplay and using the ski area facilities and other children's facilities for any purpose ("Activities") **MAY INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. The resort cannot eliminate the risk that a child is exposed while engaged in the Activity. The undersigned agrees it is his or her responsibility to instruct his or her child to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required, wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

3. I expressly **ASSUME ALL RISKS** associated with my child's participation in the Activities, including, but not limited to, risks associated with: marked and unmarked obstacles; surfaces covered with ice and snow; inclement weather; high altitude; wildlife encounters; interactions with other children; playing, eating and/or sleeping in a child care environment and sharing facilities with others; exposure to allergens; sickness; taking field trips and leaving the premises through various means of transport. I recognize that injuries are a common and ordinary occurrence during child care activities. I have been informed of and understand all rules and regulations of my child's participation in the Activities. **RECOGNIZING THESE RISKS, I VOLUNTARILY CHOOSE TO ALLOW MY CHILD TO PARTICIPATE IN THE ACTIVITIES.**

4. In consideration for allowing my child to participate in the Activities, **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, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, 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, Peak Resorts, Inc., Andermatt-Sedrun Sport AG, Crans-Montana Aminona (CMA) SA, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, the United States, His Majesty The King 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") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR MY CHILD MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY CHILD'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 OR BREACH OF 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.**

In further consideration for allowing my child to participate in the Activities, **I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

5. **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 MY CHILD'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

6. My child is in good health and has no special problems associated with his or her condition. **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 my child'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 State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at (a) Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be in the Supreme Court of the State of New York, County of Greene or in the US District Court for the Northern District of New York.

8. I acknowledge that I am also signing this release on behalf of my child, that I am **WAIVING CERTAIN RIGHTS ON BEHALF OF MY CHILD** that my child may otherwise have, and that **MY CHILD SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.**

9. I understand that **this Agreement will apply for each and every day my child participates in any Activity during the applicable operating season.** I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

10. **FOR WILMOT MOUNTAIN ONLY:** I understand that for a fee per child per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

PARENT / LEGAL GUARDIAN INFORMATION – Required to Complete, Sign & Date Below

MINOR / INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR / INFANT #1 – Last Name, First Name, M.I. (please print) AGE

MINOR / INFANT #1 – SPECIAL INSTRUCTIONS: _____

MINOR / INFANT #2 – Last Name, First Name, M.I. (please print) AGE

MINOR / INFANT #2 – SPECIAL INSTRUCTIONS: _____

MINOR / INFANT #3 – Last Name, First Name, M.I. (please print) AGE

MINOR / INFANT #3 – SPECIAL INSTRUCTIONS: _____

MINOR / INFANT #4 – Last Name, First Name, M.I. (please print) AGE

MINOR / INFANT #4 – SPECIAL INSTRUCTIONS: _____

ADDITIONAL SPECIAL INSTRUCTIONS: _____

LAST NAME, FIRST NAME, M.I. (please print)

ADDRESS – Street Address/Mailing Address, City, State/Province, Zip/Postal Code (please print)

DATE OF BIRTH (MM-DD-YYYY)

PHONE NUMBER

EMERGENCY CONTACT

RELATION

PHONE NUMBER

E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)

I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

X

Signature of Parent / Legal Guardian

Date