



**2011-2012**  
**SKI & SNOWBOARD CLUB VAIL**  
**LIABILITY RELEASE**

**THIS IS A LEGAL DOCUMENT AND CONTAINS A WAIVER OF CERTAIN LEGAL RIGHTS.  
PLEASE CONSULT A LAWYER BEFORE SIGNING THIS DOCUMENT.**

The undersigned competitor/program participant being at least 18 years of age,

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OR

The undersigned represents that he or she is the parent or legal guardian of

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Further, the undersigned warrants and represents that the competitor/program participant is in good health and that there are no problems associated with the competitor/program participant and the undersigned has left no instructions regarding the competitor/program participant that have not been listed on the registration form.

I/we understand and accept the fact that snowboarding and alpine skiing in its various forms are HAZARDOUS sports that have many dangers and risks. It is further understood that training or racing competitively is more HAZARDOUS than recreational skiing or snowboarding. I/we realize that injuries are a common and ordinary occurrence of this sport. I/we agree as a condition of being allowed to use the ski area facility and premises, that I/we freely accept and voluntarily ASSUME ALL RISK OR PERSONAL INJURY OR DEATH or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to, grooming, snowmaking, ski lift operations, actions or omissions of employees or agents of the Vail Resorts ("VR"), actions or omissions of the employees or agents of Ski & Snowboard Club Vail ("SSCV"), or competitor/program participant's participation in snowboarding, skiing, training/clinic, any competitive event or any continuance thereof, or in the course of travel to or from any such event, or other activities at the area.

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To maximize opportunity to participate in sporting, recreational, educational, and other activities where risk is present, and to the fullest extent permitted by Colorado law, the undersigned hereby releases and waives his child's prospective claim for negligence, or if 18 or older his/her own claim for negligence, and any liability, whether known or unknown, even through that liability may arise out of negligence or carelessness on the part of persons or entities mentioned above, in connection with any activity for which SSCV, VR, their employees or agents could be liable including but not limited to on mountain activities, transportation, training activities or all kinds, and any other Club related activities. In the event a claim is brought against SSCV, VR, either affiliates, agents, or employees, the undersigned recognizes that by virtue of bringing such claim SSCV will suffer losses, economic and otherwise. Therefore, the undersigned agrees to indemnify and hold SSCV and VR harmless for any and all attorney fees and costs associated with any such action.

**Initial Here** \_\_\_\_\_

I/we agree with the premise that competitor/program participant is a competitor/program participant at all times, whether practicing for competition, in competition, or in clinics. I/we agree that competitor/program participant is always provided an opportunity to conduct a reasonable, visual inspection of the training course. I/we agree and understand that the competitor/program participant will be held to assume the risk of all course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles.

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**WARNING**

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots;

rocks; stumps; trees; collisions with natural objects, man made objects, or with skiers; variations in terrain; and the failure of skiers to ski within their own abilities.

SSCV assumes no risk, responsibility, or liability for any participant either while en route to or from any event in which one or more of the component parties of the undersigned participate, or while staying in a location (city, town, resort, etc.) either before or after such participation.

I/we freely accept the full responsibility for any and all damages or injury of any kind which may result and agree to indemnify and hold SSCV and VR, as well as their subsidiaries, their affiliates, their respective officers, directors, agents, servants, and employees, acting officially or otherwise, harmless for any claim, demand, action or cause of action arising out of or on account of any injury or damage to said competitor/program participant or competitor/program participant's property arising from the negligence or breach or warranty express or implied of the above entities and persons affiliated with said entities.

Initial here \_\_\_\_\_

The competitor/program participant authorizes SSCV authorized personnel to call for medical care for the competitor/program participant or to transport the competitor/program participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the competitor/program participant. The undersigned agrees that upon the transporting of the competitor/program participant to any such medical facility or hospital that SSCV shall not have any further responsibility for the competitor/program participant. Further, the competitor/program participant agrees to pay all costs associated with such medical care and related transportation for the competitor/program participant and shall indemnify and hold harmless SSCV of any costs incurred therein, as provided in the preceding paragraph.

In exchange for, and in consideration of, VR making the skiing area available to me for participation in training, competition or clinics in the sport of competitive skiing and/or snowboarding, I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and Vail arising from my participation in the sport of competitive skiing and/or snowboarding, and INCLUDING any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or state courts of the State of Colorado.

This release shall be binding upon the assignees, subrogates, distributees, heirs, next of kin, executors and administrators of the undersigned and may be applied by Vail as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the undersigned.

In signing this release, the undersigned hereby acknowledges and represents:

- A. That all parties comprising the "undersigned" have investigated the particular program(s) in which some of such parties shall participate and are also familiar with the practices and procedures of SSCV.
- B. That the undersigned parent or legal guardian has unconditional right, power, and authority to execute this release in such capacity and on behalf of the minor participant herein below identified.
- C. The undersigned acknowledges that the competitor/program participant possesses adequate medical insurance coverage (copies attached).

**I/WE HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT. I/WE ARE SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF, MY HEIRS AND ASSIGNS, AND IN THE EVENT I AM SIGNING IT ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF.**

Further, full permission is hereby given to use any photographs or movies of said competitor/program participant taken during any competitive event or training exercise for any purpose in promoting events of SSCV.

\_\_\_\_\_  
Competitor/Program Participant Name (please print)

\_\_\_\_\_  
Parent or Guardian Name (please print)  
(If competitor/participant is less than 18 years old)

\_\_\_\_\_  
Parent or Guardian Signature  
(Athlete signature required if 18 and older)

\_\_\_\_\_  
Date

## SSCV 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.

Activity: SSCV Competition/Training

Date(s): 2011-2012 Season

1. The person who is participating in the Ski/Snowboard Club as an athlete, coach, staff member, volunteer, official, or other participant, or taking part in the ski or snowboard race or competition, training, or training related activities shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand 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 (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

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

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly acknowledging and assuming 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. 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. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Participant may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand 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. By signing this document, the Undersigned recognize that property loss, serious injury and death are all possible while participating in the Activity.

6. The Undersigned agree with the premise that the Participant is a competitor at all times, whether practicing for competition or in competition. The Undersigned understand that the Participant has the opportunity to inspect the ski/snowboard training course and/or competition course prior to participating in the Activity and that he/she assumes the risk of all course conditions, including but not limited to course construction or layout and obstacles. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, 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 HEREBY AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company ("VRMC"), their affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, 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 hereinafter 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. By agreeing not to sue, the Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from 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.

8. By execution of this Agreement, the Undersigned also AGREE TO DEFEND AND INDEMNIFY/REIMBURSE each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

9. The Undersigned represents that the Participant is in good health. The Undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for the Participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital; 3) agrees that upon the Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for the Participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for the Participant; and 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

10. In consideration for allowing Participant to participate in the Activity, the Undersigned AGREE THAT ANY AND ALL CLAIMS for injury and/or death arising from the Participant's participation in the Activity shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be the DISTRICT COURT OF SUMMIT COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO.

11. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

12. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant. THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN COMPLETING THIS AGREEMENT OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

13. The Undersigned understand and acknowledge 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, subrogers, 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