

ADULT VOLUNTEER WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. "PARTICIPANT" MEANS THE INDIVIDUAL LISTED ON THIS FORM VOLUNTEERING HIS/HER TIME OR SERVICES TO THE NORTHSTAR-AT-TAHOE OR HEAVENLY MOUNTAIN RESORT(S) (HEREINAFTER THE "SKI AREA OPERATOR"). THE PARTICIPANT UNDERSTANDS AND AGREES THAT VOLUNTEERING, SKIING, SNOW-BOARDING AND/OR ANY OTHER USES OF THE SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE (HEREINAFTER THE "ACTIVITY") **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

2. PARTICIPANT IS ADVISED THAT EVEN THOUGH THE SKI AREA OPERATOR MAY PROVIDE A SKI PASS, LIFT TICKETS, DISCOUNTS OR OTHER NON-CASH REMUNERATION IN CONJUNCTION WITH THE VOLUNTEERING OF TIME OR SERVICES TO THE SKI AREA OPERATOR, **THE PARTICIPANT IS NOT AN EMPLOYEE OF THE SKI AREA OPERATOR.** PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT VOLUNTEERS HIS/HER TIME AND/OR SERVICES FOR HIS/HER OWN PLEASURE AND ENJOYMENT AND WILL RECEIVE NO WAGES, BENEFITS, OR OTHER COMPENSATION THEREFOR. ACCORDINGLY, PURSUANT TO CALIFORNIA LAW, THE PARTICIPANT REALIZES THAT **PARTICIPANT IS SPECIFICALLY EXCLUDED, UNDER CALIFORNIA LAW, FROM RECEIVING ANY WORKER'S COMPENSATION BENEFITS FROM THE SKI AREA OPERATOR.** PARTICIPANT ASSUMES THE RESPONSIBILITY FOR ALL MEDICAL COSTS ASSOCIATED WITH ANY INJURY PARTICIPANT MAY SUSTAIN WHILE ENGAGING IN THE ACTIVITY. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PARTICIPANT AND/OR THE SKI AREA OPERATOR MAY DISCONTINUE PARTICIPANT'S VOLUNTEER SERVICES AT ANY TIME.

3. Participant expressly **ASSUMES ALL RISKS** associated with participation in the Activity, known or unknown, inherent or otherwise; the Participant agrees and understands these risks include, but are not limited to, risks associated with: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, varying weather and surface conditions, diminished visibility, rugged mountainous terrain, variations in terrain, bumps, stumps, forest growth, downed timber, rocks of various sizes, strenuous activity, high altitude, collisions, drills, exercises, free skiing, failure of protective barriers and fencing, sharing ski area facilities and Activity venues with people directly involved and/or not directly involved in the Activity and following the direction of Activity instructors. Participant understands and acknowledges: 1) Participant has been informed and understands all rules and regulations of participation in the Activity; 2) Participant is responsible for reading, understanding and complying with all signage, including instructions on use of the lifts; 3) Participant must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts; 4) Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts; 5) Participant may encounter snowmobiles, snowmaking, snow-grooming equipment and equipment related to the Activity at any time; and 6) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity.

4. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, PARTICIPANT AGREES TO HOLD HARMLESS AND RELEASE** Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, their affiliated companies and subsidiaries, including but not limited to those that operate the Northstar-at-Tahoe and Heavenly Mountain resorts, the United States, and all their respective insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") **FOR 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.**

5. **PARTICIPANT AGREES NOT TO SUE ANY RELEASED PARTY.** Participant further agrees to defend and indemnify each Released Party for any and all claims of Participant and/or a third party arising in whole or in part from any actions of Participant that are outside the scope of Participant's volunteer duties.

6. Participant is in good health and there are no special problems associated with Participant's condition. The Participant: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorize 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 if, in the opinion of such personnel, medical attention is needed; 3) agree that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care and related transportation provided for 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.

7. If a ski pass, lift ticket, discount or other volunteer appreciation is provided to Participant in conjunction with the volunteering of his/her time or services, such ski pass, lift ticket, discount or other volunteer appreciation **SHALL NOT CONSTITUTE COMPENSATION, IS NOT TRANSFERABLE AND CANNOT BE RESOLD.**

8. In consideration of allowing Participant to participate in the Activity and for using the ski area facilities, **PARTICIPANT AGREES THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY CALIFORNIA LAW** and **EXCLUSIVE**

JURISDICTION of any claim shall be in the California state district court for the district where the alleged incident occurred or in Federal Court for the Eastern District of California.

9. By signing this agreement, Participant represents s/he is at least 18 years of age. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Participant. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

VOLUNTEER / PARTICIPANT INFORMATION

X			
PARTICIPANT	LAST NAME, FIRST NAME, M.I. (<i>please print</i>)	SIGNATURE	DATE
ADDRESS – Street Address/Mailing Address (<i>please print</i>)		City, State	Zip Code
DATE OF BIRTH (MM-DD-YYYY)	EMERGENCY CONTACT	RELATION	PHONE NUMBER
E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)			