

SPECIAL EVENT PARTICIPATION
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

“PARTICIPANT” MEANS THE INDIVIDUAL PARTICIPATING IN THE EVENT. 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 UNDERSTAND AND AGREE THAT,
(Event Name or Description)

(HEREINAFTER THE “ACTIVITY” and/or “EVENT”) CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH. The Participant understands and agrees that he/she expressly assumes all risks associated with participating in this Activity, including without limitation inherent and inseparable risks; changing weather conditions; existing or changing conditions which could be dangerous; man-made and natural hazards; variations in terrain; collisions with vehicles, bikes, other persons and other objects, man-made or natural. Despite all the risks, the Participant agrees he/she voluntarily chooses to participate in the activity and acknowledge that Participant is doing so at his/her own risk. In the event the Participant is a minor, the minor Participant’s parent/legal guardian acknowledges and agrees to assume and accept any and all known and unknown risks of injury to the minor.

The Participant agrees to wear any required protective equipment at all times while participating in the Activity. The Undersigned understand and agree that any equipment provided for this Event may not be the property of SSV, LLC or its subsidiaries and therefore makes no representation regarding the condition, or safety of the equipment. The Undersigned agree to accept “AS IS” any equipment provided for use in the event. The undersigned accept full responsibility for the care of provided equipment during his/her use and accept responsibility for the replacement at full value of any equipment not returned, or returned in a damaged condition.

The Undersigned represents that no misrepresentations have been made to employees of Specialty Sports Venture, LLC or any other parties, responsible for setting up, adjusting, or repairing equipment. The Undersigned further agree that Participant shall be the only person using any provided equipment while such equipment is assigned to the participant.

The Undersigned agree that the Participant has received or will be responsible for insuring that he/she receives instructions regarding the use of equipment prior to his/her use of any equipment. Participant agrees that all instructions on the use of the equipment have been made clear to the Participant or that he/she will be responsible for obtaining clear instruction prior to use of any equipment. The Participant understands and agrees that he/she understands the function of the equipment prior to use and the Participant will be responsible to insure that any personal equipment used during the event is operating properly and in good repair. The Undersigned represent that the Participant has received or will be responsible for receiving satisfactory answers to any questions Participant may have regarding the event or use and function of equipment, prior to use. If Participant feels the equipment is not functioning properly, he/she shall stop using it and have it inspected, repaired or readjusted by a qualified technician.

INCONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE EVENT AND/OR USE PROVIDED EQUIPMENT, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY SSI Venture LLC d/b/a Specialty Sports Venture LLC, Vail Resorts, Inc. (the “Holding Company”), The Vail Corporation d/b/a Vail Resorts Management Company (“VRMC”), Heavenly Valley, Limited Partnership, its general partner VR Heavenly Inc., their respective subsidiaries, affiliates, insurance companies, agents, employees, representatives, assignees, officers, directors, shareholders and the equipment manufactures, manufacturer’s representatives and distributors (each hereinafter a “released Party”) **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from User’s use of the equipment, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, the Undersigned agree to defend and indemnify each Released party for any and all claims of the Undersigned and/or a third party arising from User’s use of the equipment.

In Consideration for Participation and/or use of any provided equipment, the undersigned agree that all claims for injury and/or death arising from participation in the Activity or use of the equipment shall be governed by Colorado Law for occurrences in Colorado or California Law for occurrences in California or Heavenly Valley and exclusive jurisdiction of any claim shall be in the appropriate State Court or Federal Court for Colorado or California.

If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. This release shall be binding upon the Undersigned’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I/WE HAVE CAREFULLY READ AND UNDERSTAND THIS EQUIPMENT USE AND EVENT PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY AND SIGN IT WITH THE FULL KNOWLEDGE OF ITS SIGNIFICANCE:

Name of User / Participant (please print)

Signature of User / Participant

Date:

Signature of Parent/Legal Guardian (If User / Participant is Under Age 18)

Date:

Employee Participant Addendum (This section applies when the participant is an employee of Specialty Sports Ventures, LLC (SSV) or any of it’s subsidiaries.) In addition to the above terms, the undersigned participant understands, acknowledges and agrees that regardless of his/her employment by Special Sports Ventures, LLC or any of it’s subsidiaries, or related entities, and regardless of whether the employee is a salaried or hourly employee, his/her participation in this event, commuting to or from the event, use, testing or evaluation of equipment (collectively the “Activity”) is strictly voluntary, extra curricular, and outside of the scope of his/her employment. He/she further understands, acknowledges and agrees that participation is done solely at the discretion of the participant, and that participation is done exclusively on his/her own free time; *i.e.*, off the clock. The undersigned participant understands, acknowledges and agrees that participation in this event and Activity, is not a job requirement or condition of employment and that he/she- and not SSV- shall be solely responsible for any resultant injury or death and all damages arising there from, to either himself or herself; or that he/she may cause to a third party while participating or commuting to or from the event. The undersigned understands, acknowledges and agrees that any resultant injury or death and all damages resulting there from, are not and shall not be considered work-related, and he/she will not be covered by SSV’s worker’s or other compensation insurance. Participant also agrees to wear an appropriate helmet when required.

Employee Signature

Date: