

**EQUIPMENT RENTAL  
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. "Renter" means the individual using the rented equipment. I am the Renter or, if the Renter is under 18 (US) or 19 years old (Canada), I am the Renter's parent or legal guardian. I understand that using rental equipment, road or mountain biking, e-bikes, bicycle racing or competing, training, using a bike park, participating in transporting equipment, use of bus or van transportation, riding a ski lift and using ski area facilities, including but not limited to use of the lifts, parking lots, walkways, lodges, stairs, escalators, restaurants, restrooms, ski slopes, trails, and other ski area facilities and the premises in general, for any purpose (the "Activity") **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risks of using the rental equipment and participating in the Activity and that the Renter **ASSUMES ALL INHERENT DANGERS AND RISKS OF USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY.**

3. Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. Every Renter has the responsibility to enjoy a safe and healthy experience. The resort cannot eliminate the risk that a Renter is exposed while engaged in the Activity. The Renter agrees it is his or her or their responsibility 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; and (4) wash and sanitize hands frequently.

4. **Renter expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of using the rental equipment and the Activity, including but not limited to:** Equipment malfunction, failure, damage (including unexpected loss of braking or handling) or improper use; improper use or maintenance of equipment; falling or loss of control or balance; strenuous activity; high speeds; other natural or constructed features, such as bike park terrain features, bridges, ramps, berms, and bumps; icy, slick or uneven surfaces; avalanches; cornices and crevasses; changing weather conditions; variations in terrain; existing and changing trail and surface conditions; rocks; stumps; trees; debris; water channels, erosion; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps, moguls; ruts; bare spots; thin cover; tree wells; stumps; roots and branches; downed timber and other forest growth; loose gravel, erosions; drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; variations in terrain; existing and changing trail and surface conditions; trail configuration; unmaintained or unmarked trails/roads or trail obstructions; wildlife; the negligence or failure of Renter, Ski Area employees, or other guests to act safely (including an instructor's selection of terrain that exceeds Renter's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; changing weather conditions; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; inadequate medical attention; Renter's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, other sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR RENTER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF USING THE RENTAL EQUIPMENT AND PARTICIPATING IN THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.** I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

5. Renter agrees to accept for use the equipment rented "AS IS" and WITH NO WARRANTIES, express or implied, and accepts responsibility for the care of the equipment during the rental period, and agrees to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I agree that I **HAVE NOT MADE ANY MISREPRESENTATIONS WITH REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR ABILITY** and represent that Renter will be the only person using the equipment. I agree to assume and accept any and all known and unknown risks of injury to Renter while using this equipment. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor understands and appreciates the risks of using the equipment and participating in the Activity; 3) the minor has received instruction regarding the use of the equipment and understands its function; and 4) the minor has voluntarily decided to use the equipment to participate in the Activity.

6. **USE OF A HELMET IS STRONGLY RECOMMENDED.** I understand that **A HELMET IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that biking and other activities can expose the user to forces that exceed the limits of protection provided by a helmet. I understand that helmets have limited shock absorption capability and that serious injury or death can result from both high- and low-energy impacts, even when a helmet is worn.

7. I expressly acknowledge that: (a) Renter has been informed and understands all rules and regulations of participation in the Activity; (b) Renter assumes responsibility for maintaining control at all possible times while engaging in the Activity and is responsible for reading, understanding, and complying with all signage, including instructions on the use of lifts; (c) Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts; (d) equipment and obstacles may be encountered at any time; (e) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity; (f) **RENTER HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity; (g) **RENTER ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS.**

8. In consideration for Renter being allowed to use the equipment and participate in the Activity, 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 NW Holdings, Inc., VR NE Holdings, LLC, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Vail Holdings, Inc., Peak Resorts, Inc., VR PA Holdings, Inc., Andermatt-Sedrun Sport AG, SSI Venture, Inc., each of their affiliated companies and subsidiaries, the resort owner/operator inclusive of any partner resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, TSG Ski & Golf, LLC, Bergbahnen Disentis AG, Kamori Kanki Co., Happo-one Kaihatsu Co., Ltd. and its Alliance Companies, KIRAMA DOLOMITI Adamello-Brenta Association, Les 3 Vallées Association, SEVABEL, SETAM, Société des Trois Vallées, Méribel Alpina, the family of companies operating Resorts of the Canadian Rockies, Inc., the United States, His Majesty The King In Right Of The Province Of British Columbia, Crans-Montana Aminona (CMA) SA 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 RENTER MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF RENTER'S USE OF THE EQUIPMENT OR 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 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 Renter to participate in the Activity, **RENTER RELEASES AND GIVES 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.**

**9. I AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, WHETHER ARISING IN WHOLE OR IN PART FROM RENTER'S USE OF THE RENTAL EQUIPMENT OR PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

10. I represent that Renter is in good health and that there are no special problems associated with Renter's physical or mental condition that might prevent participation in the Activity. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Renter which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

11. By participating in the Activity, I grant the Released Parties the right of publicity to own and use any image collected of Renter while participating in the Activity.

12. I agree that any and all claims for loss, injury and/or death arising from the Renter's use of the equipment or 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 United States District Court for the Northern District of New York.

**13. BY SIGNING ON BEHALF OF A MINOR RENTER, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON RENTER'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR RENTER** and acknowledge that Renter is bound by all terms of this Agreement. I understand that the minor Renter would not be permitted to use the equipment or take part in any of the Activities unless I agree to the terms of this Agreement. By signing this agreement without a parent or guardian's signature, I represent, under penalty of fraud, that I am at least 18 years old (US) or 19 years old (Canada). **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.

14. I understand that this Agreement will apply for each and every day Renter uses equipment or participates in any Activity during the applicable operating season. I agree to inform the Rental Shop immediately if Renter's height, weight, and/or ability type changes. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my child's 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.

**15. FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person 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.

\_\_\_\_\_  
Signature of Renter, or Parent/Guardian of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Renter (print)

\_\_\_\_\_  
Age

\_\_\_\_\_  
Height

\_\_\_\_\_  
Weight

\_\_\_\_\_  
Gender

\_\_\_\_\_  
Ability

\_\_\_\_\_  
Emergency Contact (print):

\_\_\_\_\_  
Relation

\_\_\_\_\_  
Phone Number