

**EQUIPMENT RENTAL
WARNING, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

"RENTER" MEANS THE INDIVIDUAL USING THE RENTED EQUIPMENT. I AM THE RENTER OR, IF THE RENTER IS UNDER 18, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IT IS NOT LIMITED TO: changing weather conditions; variations in terrain, existing and changing trail and surface conditions, rocks, stumps, trees, erosion, collisions, natural or man-made obstacles, and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

I agree to accept the equipment "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any tardy return. I agree that Renter will be the only person using the rented equipment, will only use designated ski trails, and will not permit any other person to use the equipment. I agree that NO MISREPRESENTATIONS HAVE BEEN OR WILL BE MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE. I agree that Renter will not use the equipment until Renter has received instruction regarding the use of this equipment, understands the function of the equipment, has confirmed that binding release / retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on the rental form, and has received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment or replacement.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S SAFETY. In downhill skiing, the binding systems will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding, cross country skiing, ski-boarding, snowshoeing and other sports utilizing equipment with non-release bindings, the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Renter while using the 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 participating in the Activity; and 3) the minor has voluntarily decided to participate in the Activity.

I understand that the use of a helmet is strongly recommended but that a helmet is NOT a guarantee of Renter's safety. 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.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE, I AGREE TO DEFEND, INDEMNIFY, RELEASE AND NOT TO SUE Specialty Sports Venture LLC, Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Renter'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.** I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to **INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

I agree that **ANY AND ALL CLAIMS** for loss, injury and/or death regarding an alleged incident shall **BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE** or federal court sitting in the district where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE RENTER and acknowledge that the Renter is bound by all the terms of this Agreement. I understand that the minor would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement.

I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ALL OF ITS CONTENTS. I am aware that I am releasing certain legal rights that I or my child may otherwise have.

Signature of Renter, or Parent or Legal Guardian of Renter

Date