

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

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

ACTIVITY: 2009 TEVA MOUNTAIN GAMES

PROMOTER: Vail Valley Foundation

DATE(s): May 26 – JUNE 10, 2009

1. "PARTICIPANT" MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN THE ACTIVITY LISTED ABOVE AND OR TAKING PART IN THE PREPARATION, OPERATION, TEAR-DOWN AND OR VIEWING OF THE ACTIVITY LISTED ABOVE. THE "UNDERSIGNED" MEANS EACH PARTICIPANT, **AND** WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT'S PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT RAFTING, KAYAKING, BOULDERING, ROCK CLIMBING, ROAD AND TRAIL/ MUD RUNNING, FREERIDE DUAL and SLOPESTYLE BIKING, FLYFISHING, DOG DIVING, CYCLOCROSS, MOUNTAIN BIKING, ROAD BIKING AND ADVENTURE RACING FOR ANY PURPOSE (HEREINAFTER THE "ACTIVITY") **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

2. **THE UNDERSIGNED EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY;** the Undersigned further agree and understand that risks associated with the Activity, include, but are not limited to: equipment malfunction, including but not limited to loss of braking or handling; belay failure; collisions; drowning; exposure; hypothermia; extreme endurance fatigue; varying weather and surface conditions; slick or uneven surface conditions; variations in slope and terrain; rugged mountainous terrain; bumps; stumps; forest growth; downed timber; rocks of various sizes; loose gravel; dirt and paved surfaces; holes and potholes; debris; trail and path configuration; marked and unmarked obstacles; high speed; high altitude; strenuous activity; encountering wildlife and wild animals; sharing facilities and Activity courses with people directly involved and/or not directly involved in the Activity and following the direction of Activity officials. The Undersigned understand and acknowledge: 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; 3) equipment and vehicle traffic may be encountered at any time; and 4) that falls, collisions and drowning occur and that injuries are a common and ordinary occurrence of the Activity. The Undersigned agree and understand that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity and that **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS**, including but not limited to risks associated with design, construction, layout and/or obstacles. A minor Participant's parent or legal guardian acknowledges: 1) they have spoken to the minor Participant about the activity; 2) the minor Participant understands and appreciates the risks of participating in the activity; and 3) the minor Participant has voluntarily decided to participate in the activity.

3. The Undersigned **ASSUME ALL RISKS** associated with the Participant's participation in the Activity. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Vail Resorts, Inc. (the "Holding Company"), 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, the Vail Valley Foundation, Deckers Outdoor Corporation dba Teva, Vail Recreation District, USA Climbing, Pyramid, DockDogs, Link Sports Management, Wink, Inc., the United States, and all their respective insurance companies, successors in interest, Activity commercial & corporate sponsors, subcontractors, specialists, agents, employees, representatives, assignees, officers, directors, shareholders, and (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. The Undersigned take full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of 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.** By execution of this release, **THE UNDERSIGNED AGREE NOT TO SUE ANY RELEASED PARTY** and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

4. The Undersigned represent that Participant is in good health and there are no special problems associated with Participant's condition. The Undersigned: 1) authorize 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.

[OVER]

[CONTD.]

5. The Undersigned irrevocably grants VRMC, Vail Valley Foundation, Teva, event sponsors, and Wink, Inc. the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the Activity along with any corresponding voice recordings, and to create derivative works therefrom , for any purpose, in any form, media or format.

6. In consideration of allowing Participant to participate in the Activity and for using the ski area facilities, **THE UNDERSIGNED AGREE THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the District Court of Eagle County, Colorado or in Federal Court for the State of Colorado.

7. The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is **WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT** that the minor Participant otherwise may have and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY.** By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor Participant.

8. 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 Undersigned. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS RELEASE OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

▼▼▼ CHILDREN'S INFORMATION ▼▼▼

We STRONGLY RECOMMENDS THE USE OF A HELMET WHILE BIKING. The Undersigned understand and agree 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 related activities can expose the user to forces that exceed the limits of protection provided by a helmet. The Undersigned also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of any activity in which a helmet may used.

HELMET ACKNOWLEDGMENT:

MINOR PARTICIPANT #1 - Last Name, First Name, M.I. (please print) AGE OWNED/RENTED: USE DECLINED: _____ INITIALS

MINOR PARTICIPANT #2 - Last Name, First Name, M.I. (please print) AGE OWNED/RENTED: USE DECLINED: _____ INITIALS

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

ADULT INFORMATION

Date: _____, 2009

LAST NAME, FIRST NAME, M.I. (please print)

ADDRESS - Street Address/Mailing Address (please print)

ADDRESS - City, State, Zip/Postal Code (please print)

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. We respect your privacy and will not rent, sell or trade your e-mail address without your permission.)

X
SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN