HIDDEN VALLEY RACE CLUB — PARTICIPANT LIABILITY RELEASE 2026

I, or my child over whom I have legal authority, have decided to participate in program(s) provided by the Hidden Valley Race Club, Inc. ("**HVRC**"), including, but not limited to, race training, ski practice, ski instruction, ski races, related events, and administration/provision of the same (collectively, "**Program**"). I understand that HVRC is a not-for-profit corporation and uses participant dues, registration fees, donations, and other payments to administer the Program. I understand that this agreement and release of liability shall remain in effect for the entire 2025-2026 ski season and applies to every Program in which I choose to participate.

As a prerequisite for participation in the Program, I acknowledge and agree to the following:

i. The Program involves activities that are inherently dangerous;
ii. Falls, collisions, and accidents are common, and numerous, serious injuries can result;
iii. There are numerous inherent risks associated with the Program including, but not limited to: bare spots, variations in snow/ice/terrain, bumps, moguls, stumps, forest growth, debris, rocks, manmade obstacles, equipment, marked and unmarked hazards, and the conduct, actions, and behavior of other skiers, boarders, participants, spectators, or third parties (collectively, "**Risks**");
iv. While it will make every reasonable effort to ensure my safety, HVRC cannot control, remove, eliminate, mitigate, reduce, or inform me of Risks; and
v. While particular rules and procedures implemented by HVRC may reduce the risks associated with illness from infectious diseases, including—but not limited to—influenza and COVID-19, the risk of serious illness or death remain.

I AM FULLY INFORMED AND AWARE OF THE RISKS AND THE INHERENT DANGERS IN SKIING, SKI RACING, THE PROGRAM, AND COVID-19, AND I FULLY ASSUME THEM. IN CONSIDERATION OF HIDDEN VALLEY RESORT AND HVRC PROVIDING THE FACILITIES AND OPPORTUNITIES TO PARTICIPATE IN THE PROGRAM, I HEREBY RELEASE BOTH (A) HIDDEN VALLEY RESORT, INCLUDING ITS OWNERS, AGENTS AND EMPLOYEES, AND (B) HVRC, INCLUDING ITS DIRECTORS, OFFICERS, OFFICIALS, COACHES, INSTRUCTORS, VOLUNTEERS, AGENTS, PARTICIPANTS, PARENTS, AND FELLOW MEMBERS, FROM ANY AND ALL CLAIMS, LIABILITIES, SUITS, ACTIONS, CAUSES, DAMAGES, OR LOSSES OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL, PHYSICAL, OR EMOTIONAL INJURY, INCLUDING FATALITY, TOGETHER WITH ANY DAMAGE TO ANY PROPERTY, WHICH MAY ARISE IN CONNECTION WITH MY PARTICIPATION IN THE PROGRAM. I HEREBY AGREE TO INDEMNIFY SAVE AND HOLD HVRC AND HIDDEN VALLEY RESORT, INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ITS SUBSIDIARIES AND AFFILIATES, (COLLECTIVELY "INDEMNITIEES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DAMAGES, INCLUDING BODILY INJURY, ARISING OUT OF OR RESULTING FROM MY OR MY CHILD/CHILDREN'S OR DEPENDENT'S PARTICIPATION IN THE PROGRAM OR IN, UPON, OR ABOUT THE HIDDEN VALLEY RESORT PREMISES.

I hereby consent to any medical diagnosis or treatment rendered under the general or specific instructions of any physician or hospital that may be necessary as a result of my participation in the Program. I understand that this consent is given in advance of any treatment that may be required and is given solely for the purpose of encouraging Hidden Valley Resort and HVRC directors, officers, members, agents, coaches, volunteers, and others to exercise their judgment as to the requirements of such diagnosis or treatment. I further agree to be responsible for the payment of all fees, charges, and expenses of any medical treatment.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND RELEASE FROM LIABILITY:

Participant Last Name _____

Participant First Name _____

Parent/Guardian Last Name _____

Parent/Guardian First Name _____

Parent/Guardian Signature _____

Date _____

COMPETITION, RACING, TRAINING AND TRYOUTS
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. The person who is taking part in ski, snowboard, or other winter sport racing, competition, tryouts, or training activities as an athlete, coach, staff member, prospective or active ski patrol member, volunteer, event credential holder, spectator, or other participant is referred to as "Participant." I am the Participant or, if the Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing or tryouts, other equipment testing, wax testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

2. I understand the dangers and risks of the Activity and that the Participant, as a "skier" and/or "competitor" (as may be defined by statute or other applicable law), **ASSUMES ALL INHERENT DANGERS AND RISKS**.

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

4. **I expressly acknowledge and assume additional risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond the inherent dangers and risks of the Activity, including but not limited to**: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of rescue efforts or medical attention; Participant'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 PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

5. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions and injuries are common.

6. I agree that the Participant is a "competitor" at all times, whether practicing or training for competition or in competition, or trying out or training for ski patrol, that Participant shall inspect the training and competition courses prior to participating in the Activity, and that Participant assumes the risk of all course conditions, including but not limited to course construction, layout, and obstacles.

7. Additionally, in consideration for allowing the Participant to 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 NE Holdings, LLC, VR NW Holdings, Inc., VR PA Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., Andermatt-Sedrun Sport AG, Crans-Montana Aminona (CMA) SA, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, United States Ski & Snowboard Association, Snow Park Technologies, LLC, The Burton Corporation, Beaver Creek Resort Company, TSG Ski & Golf, LLC, the United States, His Majesty The King In Right Of The Province Of British Columbia, 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 PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S 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 CONTRACT AND/OR 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 Participant to participate in the Activity, **I FURTHER RELEASE AND GIVE 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.**

8. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

9. I grant the Released Parties the irrevocable right of publicity to own, use, reproduce, display, and distribute any photographs, video, or other media collected of Participant while participating in the Activity. This grant includes all rights of publicity and may be used for marketing, promotion, and advertising.

10. I represent that Participant is in good health and that there are no special problems associated with Participant'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 Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

11. I agree that any and all claims for loss, injury and/or death arising from Participant's 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 US District Court for the Northern District of New York.

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

13. I understand that this Agreement will apply for each and every day Participant engages in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my 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. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

14. 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.

MINOR/INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR / INFANT #1 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
MINOR / INFANT #2 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
MINOR / INFANT #3 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *
MINOR / INFANT #4 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)	Gender *

ADULT PARTICIPANT / PARENT / LEGAL GUARDIAN INFO. – Required to Complete, Sign & Date Below

ADULT / PARENT / GUARDIAN – Last Name, First Name, M.I. (print) | Date of Birth (MM-DD-YYYY) | Gender *

ADDRESS – Street Address/Mailing Address, City, State/Province, Zip/Postal Code (*please print*) | PHONE NUMBER

EMERGENCY CONTACT (print full name) | RELATION | PHONE NUMBER

X _____ _____

SIGNATURE **DATE**

* Used only for Activity Division, Category, or Class Designation

For Resort Use Only

Tracking # _____