

Release of Liability
Vail Resorts & Mountain Top Children's Museum (MTCM)

Child's Name: _____ Date: _____

I EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS associated with the activities. I understand that the risks and dangers include, but are not limited to: the negligence of other participants and instructors; falling; equipment malfunction; sharing the facilities with others; not following the direction of the activity provider or third party vendor's personnel; high speeds; slick or uneven surface conditions; variations in slope, surface and subsurface terrain; rugged mountainous terrain; bumps; stumps; forest growth; downed timber; rocks of various sizes; course and venue configuration and/or conditions; marked and unmarked obstacles; varying conditions; collisions or accidents when traveling by vehicle to/from an activity site; contact with wild animals or allergens; becoming lost or separated; forest and/or other fires; lightning, snow, storms and other adverse weather; strenuous activity; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; and sickness.

Initials _____

IN CONSIDERATION FOR MY CHILD BEING ALLOWED TO PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Vail Resorts, Inc., The Vail Corporation, Vail Summit Resorts, Inc. each of their parent and affiliated companies and subsidiaries, the United States, the resort owner/operator, land owner, equipment manufacturer, and all their respective insurance companies, successors in interest, commercial and corporate 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 participant's participation in the activities and/or MTCM, its employees, agents, invitees or customers acts or omissions or non-compliance with federal, state, or local laws, rules or regulations, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE (including failure to take reasonable steps to protect against the risks of the activities) OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. 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.

I TAKE FULL RESPONSIBILITY FOR ANY INJURY OR LOSS to me or my child, including death, which I or my child may suffer, ARISING IN WHOLE OR IN PART OUT OF THE ACTIVITY. I AGREE TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT BY ME, ON MY CHILD'S BEHALF, OR AS A RESULT OF MY CHILD'S PARTICIPATION IN THE ACTIVITIES. In consideration for allowing my child to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT MY CHILD OR 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.

Initials _____

I represent that I am the parent or legal guardian of the child listed above and VOLUNTARILY GRANT PERMISSION FOR MY CHILD TO TAKE PART IN THE ACTIVITY. I acknowledge that I am signing this release on behalf of my child and that my child ALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. 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. I understand that this release shall apply during every time my child participates in the activities during the season and that 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 my and my child's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Initials _____

Parents printed name: _____

Signature: _____ **Date:** _____