

VAIL VALLEY FOUNDATION
2017 GOPRO MOUNTAIN GAMES

PARTICIPANT ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
AND INDEMNIFICATION AGREEMENT

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

In consideration of and as a condition to Vail Valley Foundation ("VVF") allowing Participant (as defined below) to participate in any activities related to the 2017 GoPro Mountain Games (the "Event," together with all related activities, the "Activities"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant (and a minor Participant's parent or legal guardian) hereby agrees as follows.

1. "PARTICIPANT" MEANS AN INDIVIDUAL PARTICIPATING IN THE EVENT IN ANY MANNER (WHETHER AS AN ATHLETIC PARTICIPANT, OR AS A VOLUNTEER, OR IN THE PREPARATION, OPERATION, TEAR-DOWN AND OR VIEWING OF THE EVENT, OR OTHERWISE). WHERE A PARTICIPANT IS UNDER THE AGE OF 18, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MAKES THE REPRESENTATIONS AND AGREEMENTS SET FORTH BELOW IN THIS PARTICIPANT ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT (THIS "RELEASE").

2. PARTICIPANT UNDERSTANDS AND AGREES THAT THE ACTIVITIES (WHICH MAY INCLUDE, WITHOUT LIMITATION, THE SPORTS OF AND ACTIVITIES RELATED TO RAFTING, KAYAKING, STAND-UP PADDLING, BOULDERING, ROCK CLIMBING, SLACKLINING, DISC-GOLF, ULTIMATE (DISC), YOGA, ROAD AND TRAIL/ MUD RUNNING, FREERIDE DUAL AND SLOPESTYLE BIKING, FLYFISHING, DOG DIVING, DOG TRAIL RUNNING, WAKE SKATING, CYCLOCROSS, MOUNTAIN BIKING, ENDURO, ROAD BIKING, SKIING, SNOWBOARDING AND ADVENTURE RACING FOR ANY PURPOSE, CAN BE **HAZARDOUS, AND INVOLVE KNOWN RISKS AND UNANTICIPATED RISKS WHICH COULD RESULT IN BODILY INJURY, ILLNESS, DEATH, PARALYSIS, DAMAGE OR LOSS** TO PARTICIPANT, PARTICIPANT'S PROPERTY, AND TO OTHER THIRD PARTIES AND THEIR PROPERTY, WHICH MAY BE CAUSED BY PARTICIPANT'S OWN ACTIONS OR INACTIONS, THOSE OF OTHERS PARTICIPATING IN THE ACTIVITIES, THE LOCATIONS, AREAS, PLACES, BUILDINGS AND/OR STRUCTURES AT, ON OR IN WHICH THE ACTIVITIES TAKE PLACE, THE CONDITIONS IN WHICH THE ACTIVITIES TAKE PLACE, OR THE NEGLIGENCE OR MISCONDUCT OF ANY OF THE "RELEASED PARTIES" (AS DEFINED BELOW); AND **PARTICIPANT EXPRESSLY AND FULLY ACCEPTS AND ASSUMES ALL RISKS ASSOCIATED WITH THE ACTIVITIES**, AND THE RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES PARTICIPANT OR ANY THIRD PARTIES INCUR AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES. PARTICIPANT REPRESENTS THAT PARTICIPANT UNDERSTANDS THE NATURE OF THE ACTIVITIES, IS PARTICIPATING IN THE ACTIVITIES VOLUNTARILY, AND IS IN GOOD HEALTH, PHYSICALLY FIT AND OTHERWISE PREPARED AND ABLE TO PARTICIPATE IN THE ACTIVITIES. PARTICIPANT ACCEPTS SOLE RESPONSIBILITY FOR THE CONDITION AND ADEQUACY OF THE PARTICIPANT'S EQUIPMENT, ANY EQUIPMENT PROVIDED FOR PARTICIPANT'S USE, AND PARTICIPANT'S CONDUCT IN CONNECTION WITH THE ACTIVITIES.

3. Participant further agrees and understand that risks associated with the Activities, 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; avalanches, snowslides and mudslides; 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 Event courses with people directly involved and/or not directly involved in the Event and following the direction of Event officials. Participant understands and acknowledges: (a) Participant understands all rules and regulations of participation in the Event; (b) Participant is responsible for reading, understanding and complying with all signage; (c) equipment and vehicle traffic may be encountered at any time; and (d) falls, collisions and drowning occur, and injuries are a common and ordinary occurrence of the Activities. Participant agrees and understands that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE EVENT COURSES AND VENUES PRIOR TO PARTICIPATING** in the Event and that **PARTICIPANT ASSUMES THE RISK OF ALL COURSE, VENUE AND EVENT CONDITIONS**, including but not limited to, risks associated with design, construction, layout and/or obstacles.

4. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, PARTICIPANT (ON BEHALF OF PARTICIPANT AND ANYONE WHO OBTAINS ANY RIGHTS FROM OR THROUGH PARTICIPANT) FOREVER AND IRREVOCABLY AGREES TO HOLD HARMLESS, RELEASE AND DEFEND** Vail Resorts, Inc. and The Vail Corporation (and their affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts), VVF, GoPro, Inc., Town of Vail, Vail Recreation District, USA Climbing, Dock Dogs, Dueling Dogs, Slackline Industries, Jam in the Van, Outside Television, Avid 4 Adventure, the USDA, United States Forest Service, Town of Eagle, Eagle County School District, any individuals, entities or governmental authorities involved in any capacity with the Activities (including, without limitation, other participants in the Activities, organizers and leaders of the Activities, and sponsors, vendors and suppliers for the Activities); the respective parents, subsidiaries, affiliates, partners, members, managers, owners, agents, contractors, subcontractors, administrators, volunteers, insurers, personal and legal representatives, successors and assigns of each of the foregoing; and any director, officer, member, manager, partner, employee, official, representative or agent of any of the foregoing (collectively the "Released Parties," and individually, a "Released Party") from and against any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to participant's participation in or attendance at the Activities, including, but not limited to, Losses (including, without limitation, Losses from BODILY INJURY, ILLNESS, DEATH OR PARALYSIS) caused or alleged to be CAUSED IN WHOLE OR IN PART BY (a) THE ACTUAL OR ALLEGED NEGLIGENCE OR MISCONDUCT of any Released Party or otherwise, including negligent rescue operations, (b) any claim, action, suit or demand brought by any third party against any Released Party by reason of or in connection with Participant's participation in or attendance at the Activities, or (c) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other claims or causes of action arising out of the use of Participant's name, image, likeness, voice and/or other personal attribute(s) or other personal information (collectively, Participant's "Personal Attributes"). PARTICIPANT FURTHER COVENANTS NOT TO SUE ANY RELEASED PARTY or cause any

Released Party to be sued regarding any matter released above, and acknowledges Participant is releasing any right to make a claim or file a lawsuit against any Released Party. Participant further agrees to indemnify and hold harmless each Released Party from and against any Loss regarding any matter within the scope of this Release. Participant agrees to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by, though, or on behalf of Participant.

5. Participant: (a) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; (b) 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; (c) agrees that upon Participant's transport to any such medical facility or hospital (which Participant acknowledges the Released Parties shall have no obligation to do) that the Released Party shall not have any further responsibility for Participant; (d) agrees to pay all costs associated with the medical care and related transportation provided for Participant; and (6) shall indemnify and hold harmless the Released Parties from any and all Losses associated with such medical care and/or related transportation.

6. Participant irrevocably grants VVF and its designees and their respective affiliates, designees, successors and assigns, and each of them, an unrestricted, perpetual, universal, irrevocable, royalty-free and transferable license to use Participant's Personal Attributes, and to copy, modify, distribute, display and present same in any manner and in any medium (whether now or hereafter existing, including, without limitation, online, broadcast, telecast or photograph), in any form, media or format, for any purpose whatsoever. Participant acknowledges and agrees that any photographs, video, film, recordings or other memorializations of Participant's participation in the Activities shall be owned by VVF and its designees.

7. The undersigned parent or legal guardian acknowledges that he/she is executing 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.** PARTICIPANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS (INCLUDING WITHOUT LIMITATION AGE MISREPRESENTATIONS, AND MISREPRESENTATIONS AS TO REGISTRATION BY A PARENT/LEGAL GUARDIAN) IN PARTICIPANT'S EVENT REGISTRATION. The parent or legal guardian registering Participant for the Event and entering into this Release hereby consents to, joins in and approves the foregoing Release; will ensure that my child honors his/her obligations hereunder; and will indemnify and hold the Released Parties harmless from and against any Losses arising out of or in any way related to this Release or the rights granted herein, my child's attendance at or participation in any of the Activities, any breach of the above representations, warranties and agreements or any attempt to rescind, limit or disaffirm the foregoing. A minor Participant's parent or legal guardian acknowledges: (a) they have spoken to the minor Participant about the Activities; (b) the minor Participant understands and appreciates the risks of participating in the Activities; and (c) the minor Participant has voluntarily decided to participate in the Activities.

8. **USE OF A HELMET IS STRONGLY RECOMMENDED.** Participant understands and agrees 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.

9. If any provision of this Release is unenforceable, it shall be modified to the extent reasonably necessary to make the provision legal, valid and binding. No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Release shall be binding upon Participant, and his/her successors, assignees, parents and legal guardians, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through Participant. This Release shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. Sole and exclusive jurisdiction and venue for any dispute concerning this Release shall be in Colorado state courts located in Eagle County, Colorado, or federal court located in the City and County of Denver, Colorado.

AGREED AND ACCEPTED:

Participant Signature: _____ Email: _____

Printed Name: _____ Date: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, THE FOLLOWING MUST BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN IN ORDER FOR THE MINOR PARTICIPANT TO PARTICIPATE IN ACTIVITIES:

I am the parent or legal guardian of the Participant named above, and I hereby consent to, join in and approve the foregoing Release.

AGREED AND ACCEPTED:

Parent/ Legal Guardian Signature: _____ Email: _____

Printed Name: _____ Date: _____