EQUIPMENT RENTAL
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

1. "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.**

2. I understand the risks of using the rental equipment and participating in the Activity and that **RENTER EXPRESSLY ASSUMES ALL RISKS OF USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY**, which include but are not limited to: Equipment malfunction, failure, or damage; improper use or maintenance of equipment; changing weather conditions; variations in terrain; existing and changing trail and surface conditions; rocks, stumps, trees, debris, water channels, erosion; collisions with natural or man-made objects; falling or loss of control; entanglements or falls from lifts; sickness; and the negligence of others. **I understand this description of risks is not complete and voluntarily choose for Renter to use the equipment and participate in the Activity and expressly assume all risks of using the equipment and participating in the Activity, known or unknown, inherent or otherwise.** I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

3. I agree to accept for use the equipment rented "AS IS" and WITH NO WARRANTIES and accept responsibility for the care of the equipment during the rental period. **I HAVE NOT MADE ANY MISREPRESENTATIONS WITH REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE** and represent that Renter will be the only person using the equipment. **I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** The binding system 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**. I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system 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 this 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 using the equipment and participating in the Activity; 3) the minor has received instruction regarding the use of the equipment and understands its function; and 4) the minor has voluntarily decided to use the equipment participate in the Activity.

4. 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.

5. In consideration for allowing Renter to use the equipment and 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 NW Holdings, Inc., VR NE Holdings, LLC, Peak Resorts, Inc., each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, the United States 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 USE OF THE EQUIPMENT OR 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.** 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**.

6. I agree that any and call 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 that **EXCLUSIVE JURISDICTION** shall be in a court of competent jurisdiction in the such state.

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

8. I understand that this Agreement will apply for each and every day Renter uses equipment or participates in any Activity during the applicable operating season. I agree to inform the Rental Shop immediately if Renter's height, weight, and/or skier type changes. 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.

_____ _____ _____
Signature of Renter, or Parent/Guardian of Renter **Date** **Name of Renter (print)**

_____ _____ _____ _____ _____ _____ _____
Age **Height** **Weight** **Gender** **Skier Type** **Shoe Size** **Boot Sole Length (if applicable)**

_____ _____ _____
Emergency Contact (print): **Relation** **Phone Number**

Brandywine Confirmation Number:

_____

RETURN COMPLETED FORM TO ADVISOR:
LAST NAMES A-L: MRS. CALLAHAN ROOM 229
LAST NAME M-Z: MRS. NEUMANN IN ROOM 225