

ADAPTIVE SEASON PASS APPLICATION

2019–2020 SEASON

____/____/____
TODAY'S DATE

APPLICANT / PARENT OR LEGAL GUARDIAN

All fields required. Please print clearly.

APPLICANT'S FIRST NAME MI LAST NAME BIRTH DATE (MM/DD/YYYY)

IF UNDER 18, PLEASE PRINT PARENT OR LEGAL GUARDIAN NAME

MAILING ADDRESS – STREET, APT./STE. CITY STATE ZIP COUNTRY

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HOME PHONE CELL PHONE E-MAIL (Please print clearly)

Please describe why you are requesting an Adaptive Pass

If applicable, please identify any adaptive ski/ride equipment that will be used

I've previously had a Vail Resorts Adaptive Pass

SELECT ONE

- ADAPTIVE 5-DAY PASS ADAPTIVE FULL SEASON PASS ADAPTIVE CHILD SEASON
 ADAPTIVE TAHOE SEASON PASS ADAPTIVE URBAN SEASONPASS
 ADAPTIVE TAHOE 5-DAY PASS ADAPTIVE URBAN 5-DAYPASS
 Reactivate my 2019-20 season RFID pass I will pick up my new pass at a season pass office

* Adaptive pass holders may purchase one daily guide/companion ticket except at Arapahoe Basin.

* All pass holders are required to have a photo taken.

FORM OF PAYMENT

- Credit card on file Check (please attach) # _____
 I will pay at a Vail Resorts Season Pass office.

RESORT CHARGE

With Resort Charge you can attach a credit card to your Season Pass and use it to charge at designated Vail Resorts' on-mountain restaurants and retail locations. (Not available at select Vail Resorts locations.)

- YES, PLEASE SIGN ME UP FOR RESORT CHARGE.
 NO THANK YOU. I DO NOT WISH TO SIGN UP FOR RESORT CHARGE AT THIS TIME.

RESORT CHARGE AGREEMENT

I hereby authorize a Vail Resorts affiliate company to charge my credit card each time my Season Pass is presented for charging privileges at participating Vail Resorts' establishments. I understand that some restrictions may apply. I understand that I will be responsible for all charges made using my Season Pass and that I am responsible for securing my pass.

U.S. ONLY - PASS INSURANCE

In the United States, Pass Insurance is offered through Beecher Carlson Insurance Services, to cover you and your investments when the unexpected happens. Please accept or decline below. If you decline Pass Insurance at this time you have 30 days from the pass purchase or until October 15, 2019, whichever comes later, to purchase Pass Insurance. **If you do not accept Pass Insurance, you will not be eligible for a refund of any kind.**

- I accept Pass Insurance I decline Pass Insurance coverage. Please initial here _____

Coverage applies to all Vail Resorts Season Pass or pack products valid for the 2019/20 season, October 15, 2019 through closing day 2020. All refunds are based on the cost of the pass minus a daily rate for every day used (10/15/19 – closing day 2020) up to the face value of the Season Pass.

* Note: Pass Insurance is non-transferable and non-refundable. Ask a sales associate for more information or for a copy of the policy.

NATIONAL FOREST FOUNDATION / TAHOE FUND / MOUNTAIN TRAILS FOUNDATION



Vail Resorts has partnered with the National Forest Foundation, Tahoe Fund and Mountain Trails Foundation to support projects that improve and enhance the iconic landscapes that surround our resorts. And, we're offering guests an easy way to join us in caring for these spectacular places—you can voluntarily contribute \$1 per pass purchase to help protect Colorado's forests and Lake Tahoe or to build and maintain trails in Park City. If you would prefer not to contribute, please check the box below and we will gladly remove the donation from your purchase.

- I PREFER NOT TO CONTRIBUTE TO THE NATIONAL FOREST FOUNDATION, TAHOE FUND OR MOUNTAIN TRAILS FOUNDATION.

THIS PASS IS NOT TRANSFERABLE AND MAY NOT BE RESOLD. The pass may be confiscated and not re-issued if, in the sole judgment of the ski area operator, the pass holder: 1) acts in a manner that could endanger the safety of any person; 2) violates the law; 3) provides ski lessons or related services for compensation; or 4) engages in fraud or misconduct or creates a nuisance. Re-issued passes may be subject to a replacement fee. I acknowledge the affirmative duty to prevent others from using my pass and immediately notify the ski area operator and appropriate authorities if the pass is lost or stolen and that failure to do so may result in loss of skiing privileges. I also understand and acknowledge that this pass is NON-REFUNDABLE.

PRIVACY POLICY: The information you are providing in this application is subject to the Vail Resorts Global Privacy Policy. By completing this application, you agree to the terms of our Privacy Policy, which can be viewed by visiting Snow.com.

PLEASE CAREFULLY READ AND SIGN PAGE 2:

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

**ADAPTIVE PASS
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**

I represent that I am either the pass holder or, if the holder is under 18 (US) or 19 (Canada), that I am the parent or legal guardian of the pass holder. I UNDERSTAND THAT SKIING, SNOWBOARDING, SKI/RIDE INSTRUCTION, RACING/COMPETING, AND/OR USING ANY OF THE SKI AREA FACILITIES, including but not limited to use of the parking lots, walkways, lodges, restaurants, lifts, over-snow vehicles, terrain parks and race courses, for any purpose (the "Activity"), CAN BE HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I AGREE THAT "SKI AREA FACILITIES" AND "ACTIVITY" ALSO INCLUDE TUBING, ICE SKATING, SLEDDING, ZIP-LINING, ROPES COURSES, ROCK CLIMBING, ALPINE COASTERS AND ANY OTHER FAMILY OR ADVENTURE ACTIVITY AVAILABLE AT OR THROUGH THE SKI AREA.

I understand that risks related to the Activity include but are not limited to: falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; tree wells and stumps; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of the pass holder, Ski Area employees, or other guest to act safely (including an instructor's selection of terrain that exceeds the pass holder's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; 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 medical attention; the pass holder's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above.

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

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE (OR FOR THE PASS HOLDER TO PARTICIPATE) IN THE ACTIVITY AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration for allowing the pass holder 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., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, inclusive of any partner resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, TSG Ski & Golf, LLC, the family of companies operating Resorts of the Canadian Rockies, Inc., Sun Valley Company, Snowbasin Resort Company, the United States, Her Majesty The Queen 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 THE PASS HOLDER MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF THE PASS HOLDER'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 ANY STATUTORY OR OTHER 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 ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.

In consideration for allowing the pass holder 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.

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 PASS HOLDER'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

I AGREE THAT ANY AND ALL CLAIMS for injury, death and/or loss regarding an alleged incident SHALL BE GOVERNED BY THE LAW OF THE STATE OR PROVINCE WHERE THE ALLEGED INCIDENT OCCURRED and EXCLUSIVE JURISDICTION shall be in a court of competent jurisdiction in the State or Province where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

FOR WILMOT MOUNTAIN ONLY: I understand that, for an additional fee of \$100.00 per year in addition to the normal season pass price, Wilmot Mountain offers an optional season pass 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.

BY SIGNING ON THE PASS HOLDER'S BEHALF, I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PASS HOLDER. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for the pass holder, and I acknowledge that the pass holder shall be bound by all the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent that I am at least 18 years old (US) or 19 years old (Canada).

I understand that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If I or the pass holder choose to take part in any renewal or auto-renewal program, this Agreement will remain in effect for so long as the pass holder participates in such program. 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.

Printed Name of Pass Holder OR Parent / Legal Guardian of MINOR/INFANT Pass Holder

Signature of Pass Holder OR Parent / Legal Guardian of MINOR/INFANT Pass Holder

Date

TO BE COMPLETED BY STAFF

Customer ID: _____ Location: _____ Date: _____ Sales Person: _____