

Comets Afternoon Ski Program 2018-19



The Ski & Ride School offers the Comets Afternoon program as the next step in the evolution of children's skill development programs on a multi-day, season long basis. Comets Afternoon program is for children ages 4 through 6 and is offered for beginner skiers. Children will be grouped according to ability level, and will typically remain with the same coach and group of children for the length of the program. Comets coaches are hand selected from our current staff, based on their skiing background, their passion, and their experience working with younger children.

2018-19 PRICING*

Early Registration Fee (prior to Dec 31): \$760

Registration Fee (after Dec 31): \$960

Comets Afternoon Ski program does not include lunch.

*Program prices do not include your child's season pass. Season passes must be purchased separately. We recommend purchasing your child's season pass as soon as possible to ensure the lowest price.

ACTIVITY DATES

Comets Afternoon Ski Team meets on Sundays from 11:30am-2:30pm, at the California Lodge Main Lodge base area. Please see below for the dates each program is scheduled to meet on for the 2018-19 Winter season.**

January 13 and 27, 2019

February 3, 10, and 24, 2019

March 3, 10, 17, and 24, 2019

**If the resort makes a decision to cancel any season program due to extreme weather or road conditions, make-up days will be provided.

REGISTRATION

You may register for the program by email*, mail*, or in-person at the Heavenly Ski & Ride School at California Main Lodge.

Email:

snowschool@vailresorts.com Subject: Jr. Development Teams

Mailing Address:

Heavenly Mountain Resort ATTN: Jr. Development Teams PO Box 2180 Stateline, NV 89449

In-Person:

Heavenly Ski & Ride School at California Main Lodge 3860 Saddle Road South Lake Tahoe, CA 96150

*Once we have received your form we will contact you for payment information.

Space is limited and we encourage early registration for each program.

A signed release of liability form is required to participate and will need to be on file prior to the start of the program.

Please feel free to call the Ski and Ride School Administration office at (530) 542-5131 or email snowschool@vailresorts.com if you have any questions about our Jr. Development Team programs.

Thank you! We look forward to seeing you and your family on the slopes!

RESORT ACTIVITY, SKI SCHOOL & EQUIPMENT RENTAL 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. Each person participating in the Activity (defined below) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, racing, ski simulation, training, snowshoeing, snowmobiling, cross-country skiing, snow biking, tubing, ice skating, pond skimming, sledding, horse-drawn sleigh rides, riding the alpine coaster, zip lining, using the ropes/challenge courses, trampoline or climbing wall, resort and vehicle tours, using freestyle or terrain park features, participating in other recreational activities, renting equipment and using the ski area facilities, including but not limited to use of the parking lots, walkways, lodges, restaurants, 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 Participant **ASSUMES ALL INHERENT DANGERS AND RISKS** of the Activity, including those of a "skier" (as may be defined by statute or other applicable law) or other winter sports participant.
- 3. I expressly acknowledge and assume all <u>additional</u> risks and dangers that may result in property damage, physical injury and/or death, which may be <u>above and beyond the inherent dangers and risks of the Activity, including but not limited to:</u> 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 Participant, Ski Area employees, or other guest to act safely (including an instructor's selection of terrain that exceeds Participant'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; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude 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 <u>NOT</u> COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME <u>ALL</u> RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.
- 4. Participant 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. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor 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.
- 5. If Participant rents equipment, I agree to accept for use the equipment rented "AS IS", accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I have not made any misrepresentations with regard to Participant's height, weight, age and/or ability level and represent that Participant 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 PARTICIPANT. 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 Participant while using this equipment.
- 6. In consideration for allowing 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, Inc., 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, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, 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 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 ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT IN BRITISH COLUMBIA. 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.

- 7. 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.
- **8.** I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. 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.
- 9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.
- 10. 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 in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.
- 11. 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). 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.
- 12. I understand that this Agreement will apply for each and every day Participant participates 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.
- 13. 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 I	NFORMATIC	N - Requi	res Parent/Gua	ardian to Complete	, Sign & D	ate Below
MINOR #1 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)		MINOR #3 – Last Name, First Name, M.I. (print)		Date of Birth (MM-DD-YYYY)	
MINOR #2 – Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)		MINOR #4 – Last Name, First Name, M.I. (print)		Date of Birth (MM-DD-YYYY)	
ADULT PARTICIPANT INFORM	ATION – Req	uired to C	Complete, Sign	& Date Below		
			Χ			
ADULT/PARENT/GUARDIAN #1 – Last Name, First Name, M.I. (print)		Date of Birth	(MM-DD-YYYY)	SIGNATURE		DATE
			Χ			
ADULT/PARENT/GUARDIAN #2 – Last Name, First Name, M.I. (print)		Date of Birth	(MM-DD-YYYY)	SIGNATURE		DATE
EMERGENCY CONTACT (print)	RELATION			PHONE NUMBER		



2018/19 MINI COMETS REGISTRATION

SUNDAY AFTERNOON PROGRAM (Ages 4-6)

CHILD'S NAME:	_ BIRTHDATE:					
PARENT/ GUARDIAN:	_ **PHONE:					
ADDRESS (home):	EMAIL:					
CITY:	STATE: ZIP:					
MAILING ADDRESS (if different):						
CITY:	STATE: ZIP:					
EMERGENCY CONTACT:	_ PHONE:					
** Please provide phone numbers we can call during program hours to contact you.						
SKIING ABILITY: Please check one.						
□ NEVER SKIIED						
☐ CAN STOP IN A WEDGE / NO CHAIRLIFT RIDING						
Tell us what size jacket to order for your child: □ 4 □ 5 □ 6 □ 7 □ 8						
ARE YOU A VAIL RESORTS EMPLOYEE?	No					
PARENT/ GUARDIAN SIGNATURE:						
Please list any known physical, cognitive, special needs, food allergies, drug allergies, or dietary requirements:						

To register, please submit this form via email at snowschool@vailresorts.com