

APPLICANT #1 All fields required. Please print clearly.

Form fields for Applicant #1: FIRST NAME - LEGAL NAME, MI, LAST NAME, BIRTH DATE (MM/DD/YYYY), MAILING ADDRESS - STREET, APT./STE., CITY, STATE / PROV, ZIP / POSTAL CODE, COUNTRY, GENDER (MALE/FEMALE), HOME PHONE, EMAIL, TYPE OF PASS.

US & CANADA ONLY - TERMS OF SALE

YOU ARE AGREEING TO OUR TERMS OF SALE BY MAKING THIS PURCHASE. You may review these Terms of Sale in advance of your purchase at https://www.epicpass.com/policies or by requesting a copy from one of our sales representatives.

US & CANADA ONLY - EPIC COVERAGE

YOU ARE AGREEING TO THE EPIC COVERAGE REFUND POLICY TERMS & CONDITIONS BY MAKING THIS PURCHASE. YOUR PASS PRODUCT IS NON-REFUNDABLE EXCEPT AS SET FORTH IN THE EPIC COVERAGE REFUND POLICY. Epic Coverage is included for all pass holders, and provides refunds associated with certain personal events, including qualifying illness, job loss, and injury. It also expands coverage to protect you from certain resort closures, such as qualifying closures due to COVID-19. Additional terms apply. You may review the full terms of Epic Coverage in advance of your purchase at https://www.epicpass.com/info/epic-coverage.aspx or by requesting a copy from one of our sales representatives. Coverage applies to eligible products available on epicpass.com.

AUTO RENEW

Auto Renew is the most convenient way to automatically renew your Season Pass every year, while guaranteeing next season's lowest price.\* Can't commit? Don't know your plans for next season? Just cancel, without question or charges, before your annual renewal payment is initiated.

Form fields for Auto Renew: Yes, please enroll me in the Auto Renew Program. No, thank you. I do not wish to sign up for Auto Renew at this time.

BY CHECKING YES, YOU ARE AGREEING TO THESE TERMS HERE INCLUDING THE BILLING CYCLE, AMOUNT, AND FREQUENCY OF RECURRING CHARGES, HOW TO CANCEL AND THE FULL AUTO RENEW POLICY WHICH IS AVAILABLE AT WWW.EPICPASS.COM/POLICIES OR THROUGH ONE OF OUR SALES REPRESENTATIVES. To

view the full terms and conditions, including the full auto renew policy, please visit https://www.epicpass.com/policies or ask one of our sales representatives for a copy. You will receive an email notice in advance of the \$49 down payment charge in the Spring and prior to the charge in the Fall for the remaining balance. Payment confirmation emails will be sent after each charge and your credit card will be automatically charged each year you remain in auto renew. To unenroll in auto renew for the following season, you must opt out prior to the initial \$49 down payment charge in the Spring by calling 970.754.0005 or emailing seasonpass@vailresorts.com. You may also opt out through the My Account tab in your My Epic account. If you choose Epic FlexPay, Uplift will contact you for the following season to update and confirm your payment plan selection. You will be charged \$0 down in the Spring, with your monthly payments starting in the Fall.

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 or partner locations.) If you choose to take advantage of Resort Charge, you also have the option to sign-up for Direct-To-Lift access. Direct-To-Lift privileges enable you to bypass the ticket window and go directly to the lift at our resorts through an automatic charge to your credit card. When you present your Season Pass, your credit card will be charged a discounted daily lift ticket rate. Use the Direct-To-Lift feature when your Season Pass is restricted or at locations where it is not valid. If you choose to enable Direct-To-Lift privileges, please be aware of restricted dates associated with your pass.

Form fields for Resort Charge: Yes, please sign me up for Resort Charge. Plus, Direct-To-Lift access. 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. Please report lost or stolen passes immediately.

Direct-To-Lift Access Agreement

I hereby authorize Vail Resorts to charge my credit card when my Season Pass is presented to a lift attendant on invalid or restricted days. I understand that I will be responsible for all charges made using my Season Pass and that I am responsible for securing my pass. Please report lost or stolen passes immediately.

ADDITIONAL APPLICANTS

Please use if additional applicant's address is same as above.

Form for Additional Applicants #2, #3, and #4, including fields for name, birth date, gender, auto renew, resort charge, and DTL?

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, Park City's trails, and Lake Tahoe. If you would prefer not to contribute, please check the box below and we will gladly remove the donation from your purchase.

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

Pass valid for 2024/2025. Valid for applicable resorts. Restrictions may apply. For complete details on restrictions, as well as explanations on our product age groupings, please visit epicpass.com or ask a sales representative. For questions, call 970.754.0005.

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 us, our partner resorts, or the ski area operator, the passholder: 1) acts in a manner that could endanger the safety or health of any person; 2) violates any law or any resort or facility policy; 3) allows (or fails to prevent) another individual from using his or her Season Pass; 4) provides ski lessons or related services for compensation; 5) engages in fraud, misconduct, or malfeasance or creates a nuisance; 6) for nonpayment or incomplete payment; or 7) for other good cause. Re-issued passes may be subject to a replacement fee. I acknowledge the affirmative duty to prevent others from using my Season Pass and immediately notify the ski area operator and appropriate authorities if the Season Pass is lost or stolen and failure to do so may result in loss of skiing privileges. I also understand and acknowledge that this Season Pass is NON-REFUNDABLE, except as set forth in the Epic Coverage Refund Policy.

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 ON PAGE 2

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION 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 pass holder is a minor/child, 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 lifts, parking lots, walkways, lodges, restrooms, restaurants, over-snow vehicles, terrain parks/features 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; ruts; bare spots; thin cover; tree wells, stumps, roots and branches; 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; inadequate medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, other 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 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.

Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. Every Participant has the responsibility to enjoy a safe and healthy experience. The resort cannot eliminate the risk that a Participant is exposed while engaged in the Activity. The Participant agrees it is his or her responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required, wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

**NOTICE:** When skiing or riding in the State of New York, skiers, snowboarders and lift passengers are governed by the New York State Safety in Skiing Code (Article 18 of the NYS General Obligations Law). Before utilizing your pass or affixing a ticket or allowing a ticket to be affixed to your person, your attention is directed to a posted 'Warning to Skiers' which is displayed where lift tickets are purchased. New York law requires you to seek out, read, review and understand the 'Warning to Skiers' sign before you decide to participate in the sport of skiing.

**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 NW Holdings, Inc., VR NE Holdings LLC, VR PA Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Vail Holdings, Inc., Peak Resorts, Inc., 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, Kamori Kanki Co., Happo-one Kaihatsu Co., Ltd. and its Alliance Companies, KIRAMA DOLOMITI Adamello-Brenta Association, Bergbahnen Disentis AG, Les 3 Vallées Association, SEVABEL, SETAM, Société des Trois Vallées; Méribel Alpina, the family of companies operating Resorts of the Canadian Rockies, Inc, Andermatt-Sedrun Sport AG, the United States, His Majesty The King In Right Of The Province Of British Columbia, Crans-Montana Aminona (CMA) SA, and all their respective insurance companies, successors in commercial interest & 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 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 AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, WHETHER ARISING IN WHOLE OR IN PART FROM THE PASS HOLDER'S 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 (a) Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction shall be in the Supreme Court of the State of New York, County of Greene or in the U.S. District Court for the Northern District of New York.

By using a Season Pass, I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

**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 BEHALF OF A MINOR, 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. I understand that this Agreement will apply for **each and every day** Participant engages in any Activity during the applicable operating season. **If I or the pass holder participate(s) in any renewal or auto-renewal program, this Agreement will remain in effect for so long as the pass holder participates in such program.** For Auto-Renew Pass Holders who choose Epic Flexpay, Uplift will reach out to you for the following season to confirm your payment plan selection. 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.

Signature of Applicant 1 or Parent/Legal Guardian of MINOR Applicant 1

Signature of Applicant #3 or Parent/Legal Guardian of MINOR Applicant 3 Printed

Name of Applicant 1 or Parent/Legal Guardian of MINOR Applicant 1

Printed Name of Applicant 3 or Parent/Legal Guardian of MINOR Applicant 3

Signature of Applicant 2 or Parent/Legal Guardian of MINOR Applicant 2

Signature of Applicant 4 or Parent/Legal Guardian of MINOR Applicant 4 Printed

Name of Applicant 2 or Parent/Legal Guardian of MINOR Applicant 2

Printed Name of Applicant 4 or Parent/Legal Guardian of MINOR Applicant 4

To be completed by Staff

Customer ID:

Date:

Location:

Salesperson: