

SKI & RIDE SCHOOL

TERMS OF SALE

Last Updated: July 30, 2021.

Please read these terms and conditions (“**Terms**”) carefully. These Terms (in their entirety) constitute a binding agreement between you and the Vail Corporation, doing business as Vail Resorts Management Company, including its subsidiaries and affiliates (“**Vail Resorts**”, “**we**” or “**us**”). By purchasing a Ski & Ride School Product (as defined below) you are agreeing to be bound by these Terms.

DEFINITIONS

The following definitions apply to these Terms.

“**Cancellation Fee**” means 50% of the cost of any Ski & Ride School Product.

“**Family Member**” means your child, domestic partner, brother, sister, mother, father, stepchild, stepbrother, stepsister, stepparents, legal guardian, foster child, ward or legal ward.

“**H&S Protocols**” means any protocols posted or in effect at any resort that promote health and safety.

“**Lift Access Product**” means any product sold by Vail Resorts that grants lift access.

“**Ski & Ride School**” means a ski and snowboard school located at a resort that is owned and operated by Vail Resorts.

“**Ski & Ride School Product**” means a private lesson, group lesson, or other product available for purchase at any Ski & Ride School.

“**Vail Resorts Parties**” means Vail Resorts and each of its resorts, subsidiaries, affiliates, and their respective officers, directors, employees, contractors, representatives, and agents.

TERMS

1. Resort Operations. Vail Resorts has the right, in its sole and absolute discretion, to operate its resorts, facilities, and amenities in the manner it deems appropriate in its sole and exclusive judgment. Vail Resorts' right to operate in the manner it deems appropriate includes, but is not limited to, the right to modify, expand, reduce, or cease operations of any resorts, facilities, or amenities at any time and for any period of time, and to implement, from time to time, reduced capacity or reservations systems or other requirements to use your Ski & Ride School Product.

2. No Guarantee. **VAIL RESORTS DOES NOT MAKE ANY GUARANTEES WITH RESPECT TO SKI & RIDE SCHOOL PRODUCTS.** For example, your purchase of any Ski & Ride School Product does not guarantee: (a) access to any resorts, facilities, amenities, or instructors at any given time or for any number of days or for any minimum number of days or (b) any particular guest experience or your satisfaction with your guest experience at or with any resorts, facilities, amenities, or instructors. Your admission to any resorts, facilities, or amenities is subject to, among other things, capacity constraints, closures, and staffing. Nothing in these Terms is a commitment by Vail Resorts to keep any resort, facilities, or amenities open for any particular period or amount of time and Vail Resorts reserves right to close any of its resorts, facilities, or amenities in its sole and absolute discretion.

3. Ski & Ride School General Policies & Procedures. The following policies and procedures apply to all Ski & Ride School Products:

- a. You should check-in to your lesson at the meeting location at least 30 minutes prior to your lesson start time, and you should allow an additional 30 minutes if you are picking up rentals. If you are late to your lesson and the Ski & Ride School is not able to accommodate you for that day or you cannot reschedule for any reason, you will not be able to participate in your lesson and you will not be eligible for a refund.
- b. You must follow all H&S Protocols. H&S Protocols may be posted at the Ski & Ride School or provided to you verbally by your instructor.
- c. Children age 12 and under must wear a winter sport protective helmet while participating in a lesson. Children over the age of 12 who participate in designated children's classes or programs must wear a helmet.
- d. You are responsible for your safety and that of others while participating in winter mountain sports activities. Always show courtesy to others and be aware that there are elements of risk in skiing and riding that common sense and personal awareness can help reduce. Know your ability level and stay within it. Become familiar with and observe "Your Responsibility Code" and share with other skiers and riders the responsibility for a great skiing experience.

4. Private Lesson Policies. The following policies apply to private lessons only:

- a. If you request a private lesson online, this Ski & Ride School Product will appear as “Purchased” in the trip folder. However, your credit card will not be charged until after the Ski & Ride School has sent you a confirmation email to confirm your lesson date and additional details. If you do not receive a confirmation email 24 hours prior to your lesson start time, please contact the Ski & Ride School using the contact information provided in [Appendix 1](#).
- b. You may add additional guests to your private lesson; please see [Appendix 1](#) for details on the amount of guests you may add to the private lesson since it varies by resort. Each guest will also need a valid Lift Access Product to participate in the private lesson.
- c. Please be aware that you may be contacted by an agent of the Ski & Ride School prior to your arrival to finalize additional lesson details.

5. Lift Access. To participate in your lesson, you (or your guests in a private lesson) must have purchased a valid Lift Access Product. Lift Access Products are subject to the Lift Access Products Terms of Sale. Your access to any resorts, facilities, or amenities may be subject to additional terms and policies.

6. Timing for Credit Card Charge. The credit card you used to purchase a Ski & Ride School Product may be charged at any time from the date of your booking to your actual lesson date.

7. Refund & Cancellation Policy.

- a. Changes or cancellations can be made in advance of your lesson date by calling or emailing the Ski & Ride School conducting your lesson. The phone number and email address are provided in [Appendix 1](#).
- b. Changes to your Ski & Ride School Product are subject to lesson availability, and Vail Resorts’ reserves the right to refuse any change request in its sole discretion.
- c. Any Ski & Ride School Product that is cancelled prior to 24 hours of the lesson start time will be issued a full refund.
- d. Any Ski & Ride School Product that is cancelled within 24 hours of the lesson start time will be charged the Cancellation Fee.
- e. For Ski & Ride School Products that contain multiple lesson days, the Cancellation Fee is 50% of the cost of the first lesson. All other days in a multiple lesson Ski & Ride School Product will be fully refunded.
 - i. Example: An individual has purchased a Ski & Ride School Product with 3 full-day lessons for a total price of \$1200. This individual cancels the entire Ski & Ride School Product 18 hours prior to the lesson start time. The Cancellation Fee will be \$200 (\$400 x 50%). The refunded amount will be \$1000 ((1st lesson day - \$200) + (2 lesson days @ \$400 per day)).

- f. If you cancel any Ski & Ride School Product due to personal illness/injury within 24 hours of your lesson start time and the reason for your cancellation is personal illness/injury, we will provide you a full refund, provided, however, we reserve the right to request medical documentation confirming your personal illness/injury, and if you do not promptly supply such medical documentation, we may deny you a refund.
- g. Resort Closure: You may be eligible for a “**Closure and Cancellation Refund**” (or “**C&C Refund**”) if a Reservation Cancellation Event or an Extended Resort Closure Event occurs.
 - i. A “**Priority Day Cancellation Event**” occurs when Vail Resorts cancels one or more of your lessons due to a Resort Closure Event.
 - ii. A “**Resort Closure Event**” occurs at a resort when *no lifts are operating* at that resort due to one or more of the following reasons:
 - 1. The occurrence of a disease, epidemic, or pandemic, including the ongoing COVID-19 pandemic;
 - 2. The occurrence of a flood, hurricane, tornado, earthquake, fire, or volcanic eruption (each a “**Natural Disaster**”);
 - 3. The occurrence of a terrorist attack; or
 - 4. The occurrence of a hostile or war-like action.
 - iii. If you are eligible for a C&C Refund, Vail Resorts will automatically issue a refund to the credit card you have on file.
- h. Refunds *will not* be issued in any of the following circumstances:
 - i. You are not eligible for a refund based on any inability to use all or some of your Ski & Ride School Product due to weather or wind-related events, including snow levels.
 - ii. You are not eligible for a refund if you retroactively request a refund for unused Ski & Ride School Products.

8. Release of Liability, Assumption of Risks, and Indemnity Agreement. IF YOU PURCHASE A SKI & RIDE SCHOOL PRODUCT, YOU AGREE TO SIGN AND BE BOUND BY THE RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. If you do not sign and accept the Release of Liability, Assumption of Risks and Indemnity Agreement, you will not be allowed to participate in your lesson. You will not be eligible for a refund based on any failure or refusal to sign the Release of Liability, Assumption of Risks and Indemnity Agreement unless you also request a refund in accordance with the Refund & Cancellation Policy contained in these Terms.

9. Governing Law. These Terms and the relationship between you and Vail Resorts will be governed by the laws of the State of Colorado in the same manner as such laws are applied to agreements made, entered into, and performed entirely in Colorado.

10. Forum Selection. All lawsuits relating to or arising out of these Terms will be brought in the Federal or State Courts located in Colorado. We and you hereby irrevocably submit to the

exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum.

11. Time Limitation for Filing Suit. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. Release; Sole Remedy. You hereby voluntarily and knowingly agree, to the maximum extent permitted by applicable law, to waive, release, and forfeit any and all claims and actions you have or may have against Vail Resorts or any Vail Resorts Parties and any associated losses, damages and expenses (including attorneys' fees), that relate to, arise out of, or may arise out of the operation of our resorts, your inability to use your Ski & Ride School Product during the time period for which it was purchased, or a violation of these Terms or any of other terms or policies referenced herein. Refunds under these Terms are your sole remedy against any of the Vail Resorts Parties in connection with the operation of our resorts or your inability to use your Ski & Ride School Product during the time period for which it was purchased.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

13. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ANY OF THE VAIL RESORTS PARTIES BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PERSONAL INJURY/WRONGFUL DEATH, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO AS A RESULT OF: (A) THE OPERATION OF OUR RESORTS, INCLUDING THE OPERATION OF RESERVATION OR REDUCED CAPACITY SYSTEMS, (B) YOUR USE OF OR INABILITY TO USE ANY SKI & RIDE SCHOOL PRODUCT, OR (C) ANY VIOLATION BY US OF THESE TERMS OR OTHER TERMS OR POLICIES REFERENCED HEREIN. NOTWITHSTANDING THE FOREGOING, SUCH LIABILITY WILL NOT IN THE AGGREGATE EXCEED THE AMOUNT YOU PAID FOR THE SKI & RIDE SCHOOL PRODUCT YOU PURCHASED.

14. Liability Exclusions and Limitations. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, limit our liabilities, the extent of liability of Vail Resorts or the Vail Resorts Parties will be the minimum permitted under such applicable law. We disclaim any warranties to the maximum extent permitted under applicable law.

15. Class Action and Jury Waiver. YOU MAY ONLY RESOLVE DISPUTES RELATING TO OR ARISING OUT OF THESE TERMS WITH US ON AN INDIVIDUAL BASIS AND MAY NOT BRING AND EXPRESSLY WAIVE THE RIGHT TO BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ACTIONS ARE NOT ALLOWED. YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY CLAIM OR CAUSE OF ACTION RELATING TO OR ARISING OUT OF THESE TERMS.

16. Electronic Communications Notice. You agree to provide a valid email address for the express purpose of receiving communications regarding this transaction. You understand this may be the only manner by which you will receive such communications. When you use our website or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the applicable website. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our website.

17. Severability. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to our intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect.

18. Modifications. Our customer service representatives are not authorized to modify any provision of these Terms, either verbally or in writing.

19. Questions. If you have any questions regarding these Terms, please visit the applicable resort website and view our FAQs, visit snow.com for our latest updates, or email us at comments@vailresorts.com.

APPENDIX 1

RESORT SPECIFIC INFORMATION

1. Contact information for changes, refunds, and questions related to your Ski & Ride School Product is: Mad River Mountain Ski and Ride School; Phone Number: 1-800-231-7669; Email Address: MASnowSports@vailresorts.com

2. Mad River Mountain Ski and Ride School has specific policies that modify the policies contained in these Terms. To the extent the policies contained in this **Appendix 1** conflict with the policies contained above, the policies in this **Appendix 1** shall control. Mad River Mountain Ski and Ride School specific policies are as follows:

- a. The number of additional guests that may be added to a private lesson is 3.
 - i. Private lessons for ages 3 and 4 are 1:1 instructor to student ratio.