



ACKNOWLEDGMENT Of Resource & Guideline Manual

The Vail and Beaver Creek™ Ski & Snowboard Schools Resource & Guideline Manual outlines many of the Schools' guidelines and procedures for its employees. I understand that I am responsible for familiarizing myself with all information it contains, as well as all information set out in the Vail Resorts® Employee Handbook. I understand that I can access the most current version of the Resource & Guideline Manual from any computer with Internet access at Vail Ski and Snowboard School (www.vailsnowsportsschool.com), Beaver Creek Ski and Snowboard School (www.beavercreekskiskool.com or www.beavercreeksnowboardschool.com). I also understand that there will be reference copies of the Resource & Guideline Manual located in each POD and that I may request my own copy from my supervisor.

I understand that the Resource & Guideline Manual does not constitute a contract, express or implied, nor is it to be interpreted to be a contract between the school for which I work and myself. I understand that the school for which I work is an at-will employer and that I am hired at-will. Just as I may voluntarily leave at any time, my employment may be terminated at any time, with or without cause, and with or without notice at the option of the school for which I work. No person, other than the Chief Executive Officer has the authority to enter into any employment agreement or agreement regarding benefits with any current or prospective employee. Any such agreement must be in writing, signed by the Chief Executive Officer.

I understand that this version of the Resource & Guideline Manual is the most current edition of the Resource & Guideline Manual and supersedes all previously issued editions. I understand that the guidelines and procedures presented may not be all inclusive and may be subject at any time to change or revocation at the sole option of the Vail and Beaver Creek™ Ski & Snowboard Schools.

Employee Name (Printed) _____ Employee Number _____
Signature _____ Date _____

VAILRESORTS® EXPERIENCE OF A LIFETIME™

Employee Copy—Acknowledgement of Vail and Beaver Creek™ Ski & Snowboard Schools Resource & Guideline Manual

The Vail and Beaver Creek™ Ski & Snowboard Schools Resource & Guideline Manual outlines many of the guidelines and procedures for employees of the Vail Ski and Snowboard School and Beaver Creek Ski and Snowboard School. I have signed an acknowledgement stating that I understand that I am responsible for familiarizing myself with all information it contains and that I understand that I can access the most current version of the Resource & Guideline Manual from any computer with Internet access at Vail Ski and Snowboard School (www.vailsnowsportsschool.com), Beaver Creek Ski and Snowboard School (www.beavercreekskiskool.com or www.beavercreeksnowboardschool.com) or that I may request my own copy from my supervisor.

INSTRUCTOR RESOURCE & GUIDELINES MANUAL
WINTER 2016-2017

**VOLUNTARY EMPLOYEE ACTIVITIES
HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

1. I, the undersigned, am participating in voluntary activities that may be related to my employment, which may include ski or snowboard training clinics, employee fitness classes, ski and snowboard testing, or other voluntary recreational activities (collectively the "Activity") and understand that the Activity **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**
2. I understand that I may not participate in the Activity without signing and returning this Agreement prior to participating.
3. I acknowledge that this Agreement applies to all voluntary Activities and that I, as an employee, **AM NOT COVERED BY WORKERS' COMPENSATION BENEFITS** while participating in a voluntary Activity, regardless of whether I am utilizing an employee ski pass or wearing a uniform or whether the Activity is sponsored by my employer. I agree to check with my manager if I am unsure whether an Activity is voluntary or not. I understand that participating in the Activity is not part of my employment and that **ANY INJURY I SUSTAIN WHILE TAKING PART IN THE VOLUNTARY ACTIVITY WILL NOT BE COVERED BY WORKERS' COMPENSATION BENEFITS.**
4. I expressly **ASSUME ALL RISKS** associated with the Activity, known or unknown, inherent or otherwise. I understand these risks include, but are not limited to, risks associated with the natural environment or activity venue, man-made and natural obstacles, equipment malfunction, and the negligence of others.
5. **IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITY, I AGREE TO HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Vail Resorts Management Company, Heavenly Valley Limited Partnership, Trimont Land Company, VR US Holdings, Inc., VR CPC Holdings, Inc., the U.S. Forest Service, the Activity operator, and all their respective parent companies, subsidiaries, affiliates, insurance companies, successors in interest, commercial & corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from my participation in the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**
6. I am in good health and have no special conditions that would limit my participation in the Activity. I authorize a licensed medical care provider to carry out any emergency medical care which may be necessary and agree to be fully responsible for any associated costs.
7. I agree that any and all claims for loss, injury and/or death arising from my participation in the Activity shall be governed by the law of the state where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be the state or federal court in the state where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.
8. By signing this agreement, I represent that I am at least 18 years of age. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.
I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY OTHERWISE HAVE.**

PARTICIPANT / EMPLOYEE INFORMATION

Last Name, First Name, M.I. (please print)

ADDRESS – Street Address/Mailing Address, City, State, Zip/Postal Code (please print)

DATE OF BIRTH (MM-DD-YYYY)

EMERGENCY CONTACT

RELATION

PHONE NUMBER

X

PARTICIPANT SIGNATURE

DATE



This form should be used only for seasonal employees being placed on Season Inactive Status until the following season, if returning to the same position. For all other seasonal employees, complete a separation form when the employee's current active seasonal employment ends.

Employee Name:	Last Day Worked: SIS Separation Date:
Job Title:	Employee ID:
Resort/Location:	Department:
Confirmation of Seasonal Inactive Statuses (Check one) <input type="checkbox"/> SIS - Seasonal Inactive Status with intent to return to the position listed above next season. <input type="checkbox"/> SIS Transfer - Employee will transfer to another position within two pay periods, with intent to return to the position listed above afterward. Department: _____ Transfer Date: _____	
Off-Season Personal Contact Information For final paychecks, W-2 Forms, COBRA information and SIS communication: Address: _____ _____ _____ Personal Email: _____ Phone Number: _____	Paycheck of Current Season Please identify how the Employee's last paycheck will be delivered or made available. Options vary by State. <input type="checkbox"/> Direct Deposit/PayCard (only if currently enrolled) *Signature required in UT/WY Not an option in CA/NV <input type="checkbox"/> Turn off Direct Deposit/PayCard and receive check by mail - Option in all states <input type="checkbox"/> Pick up check from HR department - Option in all States
Comments:	
Employee Intent to Return & Acknowledgement <input type="checkbox"/> Yes, I intend on returning to the same position next season. However, I understand that, although the company currently intends to place me in active status in the same position next season, this is not and should not be construed as an express or implied contract of employment. I remain an employee at-will, meaning that just as I may resign from inactive or active status at any time, the company may terminate my employment at any time, whether in inactive or active status, with or without notice or cause.	
Manager Acknowledgement <input type="checkbox"/> I have completed my employee's performance review and the employee received an overall rating of "Achieves Expectations" or higher. I also confirm that the employee has either returned or paid for his/her uniform in full (when applicable).	
Employee Signature*:	Date:
Supervisor/Manager Printed Name:	
Supervisor/Manager Signature:	Date:

*Employee Signature is required where indicated in "Last Paycheck" section.

Please complete this entire form, attach the Seasonal Performance Review and submit both to HR. "Vail Resorts" is a registered brand made up of a number of different companies, one of which is your employer. Vail Resorts, Inc. is the publicly traded parent company and functions strictly as a holding company.