

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q**

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended October 31, 2023

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-09614

VAIL RESORTS[®]
EXPERIENCE OF A LIFETIME[™]

Vail Resorts, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

51-0291762

(I.R.S. Employer
Identification No.)

390 Interlocken Crescent
Broomfield, Colorado

(Address of Principal Executive Offices)

80021

(Zip Code)

(303) 404-1800

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	MTN	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of December 4, 2023, 37,966,630 shares of the registrant's common stock were outstanding.

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Vail Resorts, Inc.
Consolidated Condensed Balance Sheets
(In thousands, except per share amounts)
(Unaudited)

	October 31, 2023	July 31, 2023	October 31, 2022
Assets			
Current assets:			
Cash and cash equivalents	\$ 728,859	\$ 562,975	\$ 1,180,942
Restricted cash	11,532	10,118	20,121
Trade receivables, net	105,546	381,067	118,491
Inventories, net	157,707	132,548	139,926
Other current assets	130,861	121,403	162,187
Total current assets	1,134,505	1,208,111	1,621,667
Property, plant and equipment, net (Note 7)	2,344,601	2,371,557	2,313,061
Real estate held for sale or investment	86,465	90,207	95,608
Goodwill, net (Note 7)	1,668,028	1,720,344	1,688,731
Intangible assets, net	300,457	309,345	307,410
Operating right-of-use assets	187,128	192,289	192,230
Other assets	38,832	55,901	62,159
Total assets	\$ 5,760,016	\$ 5,947,754	\$ 6,280,866
Liabilities and Stockholders' Equity			
Current liabilities:			
Accounts payable and accrued liabilities (Note 7)	\$ 1,276,525	\$ 978,021	\$ 1,190,522
Income taxes payable	16,663	83,514	84,372
Long-term debt due within one year (Note 5)	69,659	69,160	67,811
Total current liabilities	1,362,847	1,130,695	1,342,705
Long-term debt, net (Note 5)	2,732,037	2,750,675	2,769,698
Operating lease liabilities	165,462	168,326	176,585
Other long-term liabilities	285,454	286,261	234,301
Deferred income taxes, net	286,036	276,137	205,859
Total liabilities	4,831,836	4,612,094	4,729,148
Commitments and contingencies (Note 9)			
Stockholders' equity:			
Preferred stock, \$0.01 par value, 25,000 shares authorized, no shares issued and outstanding	—	—	—
Common stock, \$0.01 par value, 100,000 shares authorized, 46,851, 46,798 and 46,789 shares issued, respectively	469	468	468
Additional paid-in capital	1,126,033	1,124,433	1,106,813
Accumulated other comprehensive loss	(78,376)	(10,358)	(68,908)
Retained earnings	619,727	873,710	705,923
Treasury stock, at cost, 8,885, 8,648 and 6,466 shares, respectively (Note 11)	(1,034,822)	(984,306)	(479,417)
Total Vail Resorts, Inc. stockholders' equity	633,031	1,003,947	1,264,879
Noncontrolling interests	295,149	331,713	286,839
Total stockholders' equity	928,180	1,335,660	1,551,718
Total liabilities and stockholders' equity	\$ 5,760,016	\$ 5,947,754	\$ 6,280,866

The accompanying Notes are an integral part of these unaudited consolidated condensed financial statements.

Vail Resorts, Inc.
Consolidated Condensed Statements of Operations
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended October 31,	
	2023	2022
Net revenue:		
Mountain and Lodging services and other	\$ 182,834	\$ 210,386
Mountain and Lodging retail and dining	71,442	68,948
Resort net revenue	254,276	279,334
Real Estate	4,289	113
Total net revenue	258,565	279,447
Operating expense (exclusive of depreciation and amortization shown separately below):		
Mountain and Lodging operating expense	255,576	242,286
Mountain and Lodging retail and dining cost of products sold	31,295	35,085
General and administrative	108,025	98,799
Resort operating expense	394,896	376,170
Real Estate operating expense	5,181	1,382
Total segment operating expense	400,077	377,552
Other operating (expense) income:		
Depreciation and amortization	(66,728)	(64,614)
Gain on sale of real property	6,285	—
Change in estimated fair value of contingent consideration (Note 8)	(3,057)	(636)
Loss on disposal of fixed assets and other, net	(2,043)	(6)
Loss from operations	(207,055)	(163,361)
Mountain equity investment income, net	859	346
Investment income and other, net	3,684	2,886
Foreign currency loss on intercompany loans (Note 5)	(4,965)	(6,135)
Interest expense, net	(40,730)	(35,302)
Loss before benefit from income taxes	(248,207)	(201,566)
Benefit from income taxes	65,160	58,006
Net loss	(183,047)	(143,560)
Net loss attributable to noncontrolling interests	7,535	6,589
Net loss attributable to Vail Resorts, Inc.	\$ (175,512)	\$ (136,971)
Per share amounts (Note 4):		
Basic net loss per share attributable to Vail Resorts, Inc.	\$ (4.60)	\$ (3.40)
Diluted net loss per share attributable to Vail Resorts, Inc.	\$ (4.60)	\$ (3.40)
Cash dividends declared per share	\$ 2.06	\$ 1.91

The accompanying Notes are an integral part of these unaudited consolidated condensed financial statements.

Vail Resorts, Inc.
Consolidated Condensed Statements of Comprehensive Loss
(In thousands)
(Unaudited)

	Three Months Ended October 31,	
	2023	2022
Net loss	\$ (183,047)	\$ (143,560)
Foreign currency translation adjustments	(92,094)	(117,808)
Change in estimated fair value of hedging instruments, net of tax	(2,470)	8,007
Comprehensive loss	(277,611)	(253,361)
Comprehensive loss attributable to noncontrolling interests	34,081	36,559
Comprehensive loss attributable to Vail Resorts, Inc.	\$ (243,530)	\$ (216,802)

The accompanying Notes are an integral part of these unaudited consolidated condensed financial statements.

Vail Resorts, Inc.
Consolidated Condensed Statements of Stockholders' Equity
(In thousands)
(Unaudited)

	Common Stock	Additional Paid in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock	Total Vail Resorts, Inc. Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Vail Resorts								
Balance, July 31, 2022	\$ 467	\$ 1,184,577	\$ 10,923	\$ 895,889	\$ (479,417)	\$ 1,612,439	\$ 235,045	\$ 1,847,484
Comprehensive loss:								
Net loss	—	—	—	(136,971)	—	(136,971)	(6,589)	(143,560)
Foreign currency translation adjustments	—	—	(87,838)	—	—	(87,838)	(29,970)	(117,808)
Change in estimated fair value of hedging instruments, net of tax	—	—	8,007	—	—	8,007	—	8,007
Total comprehensive loss	—	—	—	—	—	(216,802)	(36,559)	(253,361)
Stock-based compensation expense	—	6,345	—	—	—	6,345	—	6,345
Issuance of shares under share award plans, net of shares withheld for employee taxes	1	(4,043)	—	—	—	(4,042)	—	(4,042)
Dividends (Note 4)	—	—	—	(77,018)	—	(77,018)	—	(77,018)
Cumulative effect of adoption of ASU 2020-06	—	(80,066)	—	24,023	—	(56,043)	—	(56,043)
Estimated acquisition date fair value of noncontrolling interests (Note 6)	—	—	—	—	—	—	91,524	91,524
Distributions to noncontrolling interests, net	—	—	—	—	—	—	(3,171)	(3,171)
Balance, October 31, 2022	\$ 468	\$ 1,106,813	\$ (68,908)	\$ 705,923	\$ (479,417)	\$ 1,264,879	\$ 286,839	\$ 1,551,718
Balance, July 31, 2023	\$ 468	\$ 1,124,433	\$ (10,358)	\$ 873,710	\$ (984,306)	\$ 1,003,947	\$ 331,713	\$ 1,335,660
Comprehensive loss:								
Net loss	—	—	—	(175,512)	—	(175,512)	(7,535)	(183,047)
Foreign currency translation adjustments	—	—	(65,548)	—	—	(65,548)	(26,546)	(92,094)
Change in estimated fair value of hedging instruments, net of tax	—	—	(2,470)	—	—	(2,470)	—	(2,470)
Total comprehensive loss	—	—	—	—	—	(243,530)	(34,081)	(277,611)
Stock-based compensation expense	—	6,796	—	—	—	6,796	—	6,796
Issuance of shares under share award plans, net of shares withheld for employee taxes	1	(5,196)	—	—	—	(5,195)	—	(5,195)
Repurchases of common stock (Note 11)	—	—	—	—	(50,516)	(50,516)	—	(50,516)
Dividends (Note 4)	—	—	—	(78,471)	—	(78,471)	—	(78,471)
Distributions to noncontrolling interests, net	—	—	—	—	—	—	(2,483)	(2,483)
Balance, October 31, 2023	\$ 469	\$ 1,126,033	\$ (78,376)	\$ 619,727	\$ (1,034,822)	\$ 633,031	\$ 295,149	\$ 928,180

The accompanying Notes are an integral part of these unaudited consolidated condensed financial statements.

Vail Resorts, Inc.
Consolidated Condensed Statements of Cash Flows
(In thousands)
(Unaudited)

	Three Months Ended October 31,	
	2023	2022
Cash flows from operating activities:		
Net loss	\$ (183,047)	\$ (143,560)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	66,728	64,614
Stock-based compensation expense	6,796	6,345
Benefit from income taxes	(65,160)	(58,006)
Other non-cash expense, net	8,217	8,615
Changes in assets and liabilities:		
Trade receivables, net	272,313	264,285
Inventories, net	(26,789)	(31,924)
Accounts payable and accrued liabilities	(773)	2,508
Deferred revenue	308,950	279,221
Income taxes payable	(17,052)	(20,460)
Other assets and liabilities, net	(41,684)	(38,647)
Net cash provided by operating activities	328,499	332,991
Cash flows from investing activities:		
Capital expenditures	(53,379)	(124,099)
Return of deposit for acquisition of business	—	114,506
Acquisition of business, net of cash acquired	—	(38,567)
Investments in short-term deposits	—	(86,756)
Maturity of short-term deposits	52,437	—
Other investing activities, net	6,507	385
Net cash provided by (used in) investing activities	5,565	(134,531)
Cash flows from financing activities:		
Repayments of borrowings under Vail Holdings Credit Agreement	(15,625)	(15,625)
Employee taxes paid for share award exercises	(5,195)	(4,043)
Dividends paid	(78,471)	(77,018)
Repurchases of common stock	(50,000)	—
Other financing activities, net	(4,317)	(7,942)
Net cash used in financing activities	(153,608)	(104,628)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(13,158)	(18,876)
Net increase in cash, cash equivalents and restricted cash	167,298	74,956
Cash, cash equivalents and restricted cash:		
Beginning of period	573,093	1,126,107
End of period	\$ 740,391	\$ 1,201,063
Non-cash investing activities:		
Accrued capital expenditures	\$ 38,275	\$ 21,069

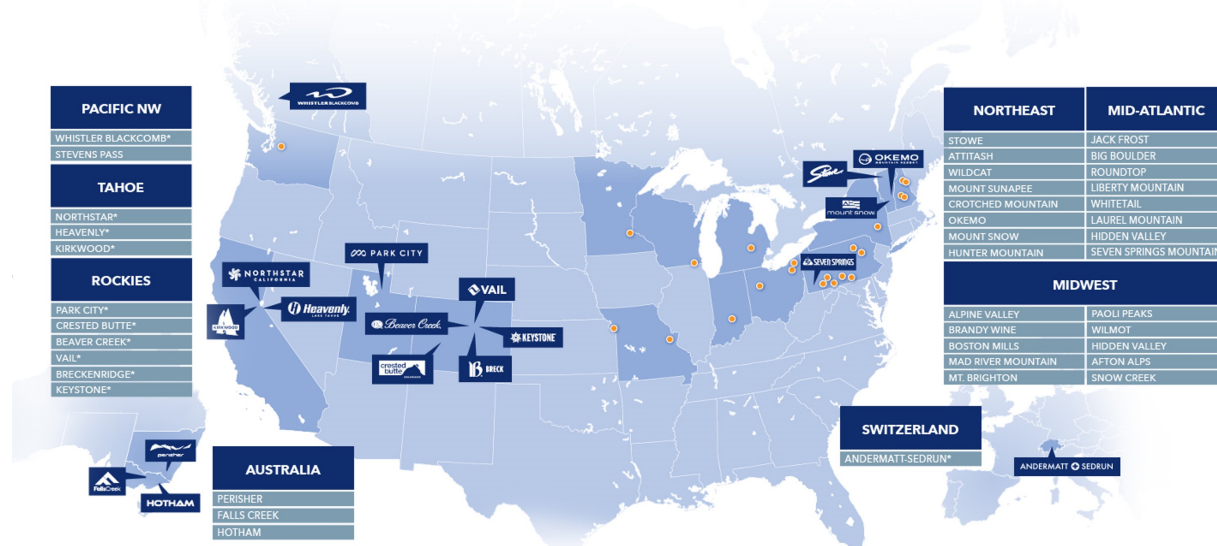
The accompanying Notes are an integral part of these unaudited consolidated condensed financial statements.

Vail Resorts, Inc.
Notes to Consolidated Condensed Financial Statements
(Unaudited)

1. Organization and Business

Vail Resorts, Inc. (“Vail Resorts”) is organized as a holding company and operates through various subsidiaries. Vail Resorts and its subsidiaries (collectively, the “Company”) operate in three reportable segments: Mountain, Lodging and Real Estate. The Company refers to “Resort” as the combination of the Mountain and Lodging segments.

In the Mountain segment, the Company operates the following 41 destination mountain resorts and regional ski areas:



**Denotes a destination mountain resort, which generally receives a meaningful portion of skier visits from long-distance travelers, as opposed to the Company’s regional ski areas, which tend to generate skier visits predominantly from their respective local markets.*

Additionally, the Mountain segment includes ancillary services, primarily including ski school, dining and retail/rental operations, and for the Company’s Australian ski areas, including lodging and transportation operations.

In the Lodging segment, the Company owns and/or manages a collection of luxury hotels and condominiums under its RockResorts brand; other strategic lodging properties and a large number of condominiums located in proximity to the Company’s North American mountain resorts; National Park Service (“NPS”) concessioner properties including the Grand Teton Lodge Company, which operates destination resorts in Grand Teton National Park; a Colorado resort ground transportation company and mountain resort golf courses.

The Company’s Real Estate segment primarily owns, develops and sells real estate in and around the Company’s resort communities.

The Company’s mountain business and its lodging properties at or around the Company’s mountain resorts are seasonal in nature, and typically experience their peak operating seasons primarily from mid-December through mid-April in North America and Europe. The peak operating season at the Company’s Australian resorts, NPS concessioner properties and golf courses generally occurs from June to early October.

2. Summary of Significant Accounting Policies

Basis of Presentation

Consolidated Condensed Financial Statements — In the opinion of the Company, the accompanying Consolidated Condensed Financial Statements reflect all adjustments necessary to state fairly the Company’s financial position, results of operations and cash flows for the interim periods presented. All such adjustments are of a normal recurring nature. Results for interim periods are not indicative of the results for the entire fiscal year, particularly given the significant seasonality to the Company’s operating cycle. The accompanying Consolidated Condensed Financial Statements should be read in conjunction with the audited Consolidated Financial Statements included in the Company’s Annual Report on Form 10-K for the fiscal year ended July 31, 2023. Certain information and footnote disclosures, including significant accounting policies, normally included in fiscal year financial statements prepared in accordance with accounting principles generally accepted in the U.S. (“GAAP”) have been condensed or omitted. The Consolidated Condensed Balance Sheet as of July 31, 2023 was derived from audited financial statements.

Use of Estimates — The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments — The estimated fair values of the 6.25% Notes and the 0.0% Convertible Notes (each as defined in Note 5, Long-Term Debt) are based on quoted market prices (a Level 2 input). The estimated fair value of the EPR Secured Notes and the NRP Loan (both as defined in Note 5, Long-Term Debt) have been estimated using analyses based on current borrowing rates for comparable debt instruments with similar maturity dates (a Level 2 input). The carrying values, including any unamortized premium or discount, and estimated fair values of the 6.25% Notes, 0.0% Convertible Notes, EPR Secured Notes and NRP Loan as of October 31, 2023 are presented below (in thousands):

	October 31, 2023	
	Carrying Value	Estimated Fair Value
6.25% Notes	\$ 600,000	\$ 596,022
0.0% Convertible Notes	\$ 575,000	\$ 501,883
EPR Secured Notes	\$ 132,102	\$ 158,129
NRP Loan	\$ 34,489	\$ 28,359

The carrying values for all other financial instruments not included in the above table approximate their respective fair value due to their short-term nature or the variable nature of their associated interest rates.

3. Revenues

Disaggregation of Revenues

The following table presents net revenues disaggregated by segment and major revenue type for the three months ended October 31, 2023 and 2022 (in thousands):

	Three Months Ended October 31,	
	2023	2022
Mountain net revenue:		
Lift	\$ 45,390	\$ 59,540
Ski School	7,178	8,927
Dining	18,077	19,442
Retail/Rental	33,474	40,344
Other	68,336	73,464
Total Mountain net revenue	\$ 172,455	\$ 201,717
Lodging net revenue:		
Owned hotel rooms	\$ 25,177	\$ 23,565
Managed condominium rooms	12,003	12,859
Dining	18,083	16,829
Golf	6,376	5,890
Other	16,723	14,797
	78,362	73,940
Payroll cost reimbursements	3,459	3,677
Total Lodging net revenue	\$ 81,821	\$ 77,617
Total Resort net revenue	\$ 254,276	\$ 279,334
Total Real Estate net revenue	4,289	113
Total net revenue	\$ 258,565	\$ 279,447

Contract Balances

Deferred revenue balances of a short-term nature were \$872.4 million and \$572.6 million as of October 31, 2023 and July 31, 2023, respectively. For the three months ended October 31, 2023, the Company recognized approximately \$56.5 million of revenue that was included in the deferred revenue balance as of July 31, 2023. Deferred revenue balances of a long-term nature, comprised primarily of long-term private club initiation fee revenue, were \$107.9 million, \$109.7 million and \$115.6 million as of October 31, 2023, July 31, 2023 and October 31, 2022, respectively. As of October 31, 2023, the weighted average remaining period over which revenue for unsatisfied performance obligations on long-term private club contracts will be recognized was approximately 15 years.

Costs to Obtain Contracts with Customers

Costs to obtain contracts with customers are recorded within other current assets on the Company's Consolidated Condensed Balance Sheets, and were \$21.8 million, \$5.1 million and \$19.7 million as of October 31, 2023, July 31, 2023 and October 31, 2022, respectively. The amounts capitalized are subject to amortization generally beginning in the second quarter of each fiscal year, commensurate with the recognition of revenue for related pass products, and will be recorded within Mountain and Lodging operating expense on the Company's Consolidated Condensed Statements of Operations.

4. Net Loss per Share

Earnings per Share

Basic EPS excludes dilution and is computed by dividing net loss attributable to Vail Resorts stockholders by the weighted-average shares outstanding during the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised, resulting in the issuance of shares of common stock that would then share in the earnings of Vail Resorts.

In connection with the Company's acquisition of Whistler Blackcomb in October 2016, the Company issued consideration in the form of shares of Vail Resorts common stock (the "Vail Shares"), redeemable preferred shares of the Company's wholly-owned Canadian subsidiary Whistler Blackcomb Holdings Inc. ("Exchangeco Shares") or cash (or a combination thereof). Effective September 26, 2022, all Exchangeco Shares had been exchanged for Vail Shares. Both Vail Shares and Exchangeco Shares have a par value of \$0.01 per share, and Exchangeco Shares, while they were outstanding, were substantially the economic equivalent of the Vail Shares. The Company's calculation of weighted-average shares outstanding as of October 31, 2022 included the Exchangeco Shares, but there were no Exchangeco Shares that remained outstanding as of October 31, 2022.

Presented below is basic and diluted EPS for the three months ended October 31, 2023 and 2022 (in thousands, except per share amounts):

	Three Months Ended October 31,			
	2023		2022	
	Basic	Diluted	Basic	Diluted
Net loss per share:				
Net loss attributable to Vail Resorts	\$ (175,512)	\$ (175,512)	\$ (136,971)	\$ (136,971)
Weighted-average Vail Shares outstanding	38,117	38,117	40,296	40,296
Weighted-average Exchangeco Shares outstanding	—	—	2	2
Total Weighted-average shares outstanding	38,117	38,117	40,298	40,298
Effect of dilutive securities	—	—	—	—
Total shares	38,117	38,117	40,298	40,298
Net loss per share attributable to Vail Resorts	\$ (4.60)	\$ (4.60)	\$ (3.40)	\$ (3.40)

The Company computes the effect of dilutive securities using the treasury stock method and average market prices during the period. The number of shares issuable upon the exercise of share-based awards excluded from the calculation of diluted EPS because the effect of their inclusion would have been anti-dilutive totaled approximately 0.3 million and 0.2 million for the three months ended October 31, 2023 and 2022, respectively.

In December 2020, the Company completed an offering of \$575.0 million in aggregate principal amount of 0.0% Convertible Notes (as defined in Note 5, Long-Term Debt). The Company is required to settle the principal amount of the 0.0% Convertible Notes in cash and has the option to settle the conversion spread in cash or shares. The Company uses the if-converted method to calculate the impact of convertible instruments on diluted EPS when the instruments may be settled in cash or shares. If the conversion value of the 0.0% Convertible Notes exceeds their conversion price, then the Company will calculate its diluted EPS as if all the notes were converted into common stock at the beginning of the period. However, if reflecting the 0.0% Convertible Notes in diluted EPS in this manner is anti-dilutive, or if the conversion value of the notes does not exceed their conversion price for a reporting period, then the shares underlying the notes will not be reflected in the Company's calculation of diluted EPS. For the three months ended October 31, 2023 and 2022, the price of Vail Shares did not exceed the conversion price and therefore there was no impact to diluted EPS during those periods.

Dividends

During the three months ended October 31, 2023 and 2022, the Company paid cash dividends of \$2.06 and \$1.91 per share, respectively (\$78.5 million and \$77.0 million, respectively). On December 6, 2023, the Company's Board of Directors approved a cash dividend of \$2.06 per share payable on January 9, 2024 to stockholders of record as of December 26, 2023.

5. Long-Term Debt

Long-term debt, net as of October 31, 2023, July 31, 2023 and October 31, 2022 is summarized as follows (in thousands):

	Maturity	October 31, 2023	July 31, 2023	October 31, 2022
Vail Holdings Credit Agreement term loan ^(a)	2026	\$ 1,000,000	\$ 1,015,625	\$ 1,062,500
Vail Holdings Credit Agreement revolver ^(a)	2026	—	—	—
6.25% Notes	2025	600,000	600,000	600,000
0.0% Convertible Notes ^(b)	2026	575,000	575,000	575,000
Whistler Credit Agreement revolver ^(c)	2028	—	—	11,011
EPR Secured Notes ^(d)	2034-2036	114,162	114,162	114,162
NRP Loan	2036	37,269	40,399	36,430
Employee housing bonds	2027-2039	52,575	52,575	52,575
Canyons obligation	2063	364,825	363,386	359,052
Whistler Blackcomb employee housing leases	2042	27,984	29,491	—
Other	2023-2036	33,971	35,011	36,587
Total debt		2,805,786	2,825,649	2,847,317
Less: Unamortized premiums, discounts and debt issuance costs ^(b)		4,090	5,814	9,808
Less: Current maturities ^(e)		69,659	69,160	67,811
Long-term debt, net		\$ 2,732,037	\$ 2,750,675	\$ 2,769,698

(a) As of October 31, 2023, the Vail Holdings Credit Agreement consists of a \$500.0 million revolving credit facility and a \$1.0 billion outstanding term loan. The term loan is subject to quarterly amortization of principal of approximately \$15.6 million, in equal installments, for a total of 5% of principal payable in each year and the final payment of all amounts outstanding, plus accrued and unpaid interest is due upon maturity in September 2026. The proceeds of the loans made under the Vail Holdings Credit Agreement may be used to fund the Company's working capital needs, capital expenditures, acquisitions, investments and other general corporate purposes, including the issuance of letters of credit. Borrowings under the Vail Holdings Credit Agreement, including the term loan, bear interest annually at the Secured Overnight Financing Rate ("SOFR") plus a spread of 1.60% as of October 31, 2023 (6.92% as of October 31, 2023). Interest rate margins may fluctuate based upon the ratio of the Company's Net Funded Debt to Adjusted EBITDA on a trailing four-quarter basis. The Vail Holdings Credit Agreement also includes a quarterly unused commitment fee, which is equal to a percentage determined by the Net Funded Debt to Adjusted EBITDA ratio, as each such term is defined in the Vail Holdings Credit Agreement, multiplied by the daily amount by which the Vail Holdings Credit Agreement commitment exceeds the total of outstanding loans and outstanding letters of credit (0.30% as of October 31, 2023). The Company is party to various interest rate swap agreements which hedge the cash flows associated with the SOFR-based variable interest rate component of \$400.0 million in principal amount of its Vail Holdings Credit Agreement until September 23, 2024, at an effective rate of 1.38%.

(b) The Company issued \$575.0 million in aggregate principal amount of 0.0% Convertible Notes due 2026 (the "0.0% Convertible Notes") under an indenture dated December 18, 2020. As of October 31, 2023, the conversion price of the 0.0% Convertible Notes, adjusted for cash dividends paid since the issuance date, was \$381.27.

(c) Whistler Mountain Resort Limited Partnership ("Whistler LP") and Blackcomb Skiing Enterprises Limited Partnership ("Blackcomb LP" and together with Whistler LP, the "WB Partnerships") are party to a credit agreement consisting of a C\$300.0 million credit facility which was most recently amended on April 14, 2023, by and among Whistler LP, Blackcomb LP, certain subsidiaries of Whistler LP and Blackcomb LP party thereto as guarantors, the financial institutions party thereto as lenders and The Toronto-Dominion Bank, as administrative agent. The Whistler Credit Agreement has a maturity date of April 14, 2028 and uses rates based on SOFR with regard to borrowings under the facility made in U.S. dollars. As of October 31, 2023, there were no borrowings under the Whistler Credit Agreement. The Whistler Credit Agreement also includes a quarterly unused commitment fee based on the Consolidated Total Leverage Ratio, which as of October 31, 2023 is equal to 0.39% per annum.

- (d) In September 2019, in conjunction with the acquisition of Peak Resorts, Inc. (“Peak Resorts”), the Company assumed various secured borrowings (the “EPR Secured Notes”) under the master credit and security agreements and other related agreements, as amended, (collectively, the “EPR Agreements”) with EPT Ski Properties, Inc. and its affiliates (“EPR”). The EPR Secured Notes include the following:
- i. *The Alpine Valley Secured Note.* The \$4.6 million Alpine Valley Secured Note provides for interest payments through its maturity on December 1, 2034. As of October 31, 2023, interest on this note accrued at a rate of 11.72%.
 - ii. *The Boston Mills/Brandywine Secured Note.* The \$23.3 million Boston Mills/Brandywine Secured Note provides for interest payments through its maturity on December 1, 2034. As of October 31, 2023, interest on this note accrued at a rate of 11.41%.
 - iii. *The Jack Frost/Big Boulder Secured Note.* The \$14.3 million Jack Frost/Big Boulder Secured Note provides for interest payments through its maturity on December 1, 2034. As of October 31, 2023, interest on this note accrued at a rate of 11.41%.
 - iv. *The Mount Snow Secured Note.* The \$51.1 million Mount Snow Secured Note provides for interest payments through its maturity on December 1, 2034. As of October 31, 2023, interest on this note accrued at a rate of 12.32%.
 - v. *The Hunter Mountain Secured Note.* The \$21.0 million Hunter Mountain Secured Note provides for interest payments through its maturity on January 5, 2036. As of October 31, 2023, interest on this note accrued at a rate of 9.03%.

In addition, Peak Resorts is required to maintain a debt service reserve account which amounts are applied to fund interest payments and other amounts due and payable to EPR.

- (e) Current maturities represent principal payments due in the next 12 months.

Aggregate maturities of debt outstanding as of October 31, 2023 reflected by fiscal year (August 1 through July 31) are as follows (in thousands):

	Total
2024 (November 2023 through July 2024)	\$ 51,421
2025	675,755
2026	643,543
2027	851,151
2028	4,655
Thereafter	579,261
Total debt	\$ 2,805,786

The Company recorded interest expense of \$40.7 million and \$35.3 million for the three months ended October 31, 2023 and 2022, respectively, of which \$1.6 million was amortization of deferred financing costs in both periods. The Company was in compliance with all of its financial and operating covenants required to be maintained under its debt instruments for all periods presented.

In connection with the acquisition of Whistler Blackcomb, VHI funded a portion of the purchase price through an intercompany loan to Whistler Blackcomb, which was effective as of November 1, 2016, and requires foreign currency remeasurement to Canadian dollars, the functional currency for Whistler Blackcomb. As a result, foreign currency fluctuations associated with the loan are recorded within the Company’s results of operations. The Company recognized approximately \$5.0 million and \$6.1 million, respectively, of non-cash foreign currency losses on the intercompany loan to Whistler Blackcomb for the three months ended October 31, 2023 and 2022 on the Company’s Consolidated Condensed Statements of Operations.

6. Acquisitions

Andermatt-Sedrun

On August 3, 2022, through a wholly-owned subsidiary, the Company acquired a 55% controlling interest in Andermatt-Sedrun Sport AG (“Andermatt-Sedrun”) from Andermatt Swiss Alps AG (“ASA”). The consideration paid consisted of an investment of \$114.4 million (CHF 110.0 million) into Andermatt-Sedrun for use in capital investments to enhance the guest experience on mountain (which was prepaid to fund the acquisition and was recorded in other current assets on the Company’s Consolidated Condensed Balance Sheet as of July 31, 2022) and \$41.3 million (CHF 39.3 million) paid to ASA (which was paid on August 3, 2022, commensurate with closing). As of August 3, 2022 the total fair value of the consideration paid was \$155.4 million (CHF 149.3 million).

Andermatt-Sedrun operates mountain and ski-related assets, including lifts, most of the restaurants and a ski school operation at the ski area. Ski operations are conducted on land owned by ASA as freehold or leasehold properties, land owned by Usern Corporation, land owned by the municipality of Tujetsch and land owned by private property owners. ASA retained a 40% ownership stake, with a group of existing shareholders comprising the remaining 5% ownership stake. ASA and the other noncontrolling economic interests contain certain protective rights pursuant to a shareholder agreement (the “Andermatt Agreement”) and no ability to participate in the day-to-day operations of Andermatt-Sedrun. The Andermatt Agreement provides that no dividend distributions be made by Andermatt-Sedrun until the end of the fiscal year ending July 31, 2026, after which time there shall be annual distributions of 50% of the available cash (as defined in the Andermatt Agreement) for the most recently completed fiscal year. In addition, the distribution rights are non-transferable and transfer of the noncontrolling interests are limited.

The following summarizes the purchase consideration and the purchase price allocation to estimated fair values of the identifiable assets acquired and liabilities assumed at the date the transaction was effective (in thousands):

	Acquisition Date Estimated Fair Value
Total cash consideration paid by Vail Resorts, Inc.	\$ 155,365
Estimated fair value of noncontrolling interests	91,524
Total estimated purchase consideration	\$ 246,889
<i>Allocation of total estimated purchase consideration:</i>	
Current assets	\$ 119,867
Property, plant and equipment	176,805
Goodwill	3,368
Identifiable intangible assets and other assets	7,476
Assumed long-term debt	(44,130)
Other liabilities	(16,497)
Net assets acquired	\$ 246,889

Identifiable intangible assets acquired in the transaction were primarily related to a trade name. The process of estimating the fair value of the property, plant, and equipment includes the use of certain estimates and assumptions related to replacement cost and physical condition at the time of acquisition. The excess of the purchase price over the aggregate estimated fair values of the assets acquired and liabilities assumed was recorded as goodwill. The goodwill recognized is attributable primarily to expected synergies, the assembled workforce of the resort and other factors, and is not expected to be deductible for income tax purposes. The operating results of Andermatt-Sedrun are reported within the Mountain segment prospectively from the date of acquisition.

7. Supplementary Balance Sheet Information

The composition of property, plant and equipment follows (in thousands):

	October 31, 2023	July 31, 2023	October 31, 2022
Land and land improvements	\$ 790,550	\$ 796,730	\$ 780,977
Buildings and building improvements	1,626,566	1,643,517	1,574,931
Machinery and equipment	1,781,980	1,792,378	1,594,588
Furniture and fixtures	302,646	298,725	316,350
Software	151,809	152,033	139,522
Vehicles	86,173	87,298	82,239
Construction in progress	185,229	134,113	221,990
Gross property, plant and equipment	4,924,953	4,904,794	4,710,597
Accumulated depreciation	(2,580,352)	(2,533,237)	(2,397,536)
Property, plant and equipment, net	\$ 2,344,601	\$ 2,371,557	\$ 2,313,061

The composition of accounts payable and accrued liabilities follows (in thousands):

	October 31, 2023	July 31, 2023	October 31, 2022
Trade payables	\$ 161,581	\$ 148,521	\$ 162,366
Deferred revenue	872,418	572,602	787,514
Accrued salaries, wages and deferred compensation	33,733	38,908	41,239
Accrued benefits	57,340	60,466	44,008
Deposits	42,880	37,798	35,491
Operating lease liabilities	38,332	36,904	35,331
Other liabilities	70,241	82,822	84,573
Total accounts payable and accrued liabilities	\$ 1,276,525	\$ 978,021	\$ 1,190,522

The changes in the net carrying amount of goodwill by segment for the three months ended October 31, 2023 are as follows (in thousands):

	Mountain	Lodging	Goodwill, net
Balance at July 31, 2023	\$ 1,675,338	\$ 45,006	\$ 1,720,344
Effects of changes in foreign currency exchange rates	(52,316)	—	(52,316)
Balance at October 31, 2023	\$ 1,623,022	\$ 45,006	\$ 1,668,028

8. Fair Value Measurements

The Company utilizes FASB-issued fair value guidance that establishes how reporting entities should measure fair value for measurement and disclosure purposes. The guidance establishes a common definition of fair value applicable to all assets and liabilities measured at fair value and prioritizes the inputs into valuation techniques used to measure fair value. Accordingly, the Company uses valuation techniques which maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value. The three levels of the hierarchy are as follows:

Level 1: Inputs that reflect unadjusted quoted prices in active markets that are accessible to the Company for identical assets or liabilities;

Level 2: Inputs include quoted prices for similar assets and liabilities in active and inactive markets or that are observable for the asset or liability either directly or indirectly; and

Level 3: Unobservable inputs which are supported by little or no market activity.

The table below summarizes the Company's cash equivalents, restricted cash, other current assets, interest rate swaps and Contingent Consideration (defined below) measured at estimated fair value (all other assets and liabilities measured at fair value are immaterial) (in thousands).

Description	Estimated Fair Value Measurement as of October 31, 2023			
	Total	Level 1	Level 2	Level 3
Assets:				
Money Market	\$ 101,903	\$ 101,903	\$ —	\$ —
Commercial Paper	\$ 2,401	\$ —	\$ 2,401	\$ —
Certificates of Deposit	\$ 138,614	\$ —	\$ 138,614	\$ —
Interest Rate Swaps	\$ 13,931	\$ —	\$ 13,931	\$ —
Liabilities:				
Contingent Consideration	\$ 59,300	\$ —	\$ —	\$ 59,300

Description	Estimated Fair Value Measurement as of July 31, 2023			
	Total	Level 1	Level 2	Level 3
Assets:				
Money Market	\$ 170,872	\$ 170,872	\$ —	\$ —
Commercial Paper	\$ 2,401	\$ —	\$ 2,401	\$ —
Certificates of Deposit	\$ 144,365	\$ —	\$ 144,365	\$ —
Interest Rate Swaps	\$ 17,229	\$ —	\$ 17,229	\$ —
Liabilities:				
Contingent Consideration	\$ 73,300	\$ —	\$ —	\$ 73,300

Description	Estimated Fair Value Measurement as of October 31, 2022			
	Total	Level 1	Level 2	Level 3
Assets:				
Money Market	\$ 509,165	\$ 509,165	\$ —	\$ —
Commercial Paper	\$ 2,401	\$ —	\$ 2,401	\$ —
Certificates of Deposit	\$ 106,790	\$ —	\$ 106,790	\$ —
Interest Rate Swaps	\$ 22,991	\$ —	\$ 22,991	\$ —
Liabilities:				
Contingent Consideration	\$ 24,100	\$ —	\$ —	\$ 24,100

The Company's cash equivalents, restricted cash, other current assets and interest rate swaps are measured utilizing quoted market prices or pricing models whereby all significant inputs are either observable or corroborated by observable market data. The estimated fair value of the interest rate swaps are included within other current assets on the Company's Consolidated Condensed Balance Sheet as of October 31, 2023 and included within and other assets as of July 31, 2023 and October 31, 2022.

The changes in Contingent Consideration during the three months ended October 31, 2023 and 2022 were as follows (in thousands):

Balance as of July 31, 2023 and 2022, respectively	\$ 73,300	\$ 42,400
Payments	(17,057)	(18,936)
Change in estimated fair value	3,057	636
Balance as of October 31, 2023 and 2022, respectively	\$ 59,300	\$ 24,100

The lease for Park City provides for participating contingent payments (the “Contingent Consideration”) to the landlord of 42% of the amount by which EBITDA for the Park City resort operations, as calculated under the lease, exceeds approximately \$35 million, as established upon the Company’s acquisition of the resort, with such threshold amount subsequently increased annually by an inflation linked index and an adjustment equal to 10% of any capital improvements or investments made under the lease by the Company. Contingent Consideration is classified as a liability, which is remeasured to fair value at each reporting date until the contingency is resolved.

The Company estimated the fair value of the Contingent Consideration payments using an option pricing valuation model. The estimated fair value of Contingent Consideration includes future period resort operations of Park City in the calculation of EBITDA on which participating contingent payments are made, which is determined on the basis of estimated subsequent year performance, escalated by an assumed annual growth factor and discounted to present value. Other significant assumptions included a discount rate of 11.1%, and volatility of 17.0%, which together with future period Park City EBITDA, are all unobservable inputs and thus are considered Level 3 inputs. The Company prepared a sensitivity analysis to evaluate the effect that changes on certain key assumptions would have on the estimated fair value of the Contingent Consideration. A change in the discount rate of 100 basis points or a 5% change in estimated subsequent year performance of the resort would result in a change in the estimated fair value within the range of approximately \$10.1 million to \$13.7 million.

During the three months ended October 31, 2023, the Company made a payment to the landlord for Contingent Consideration of approximately \$17.1 million and recorded an increase of approximately \$3.1 million, primarily related to the estimated Contingent Consideration payment for the fiscal year ending July 31, 2024. These changes resulted in an estimated fair value of the Contingent Consideration of approximately \$59.3 million, which is reflected in other long-term liabilities in the Company’s Consolidated Condensed Balance Sheet.

9. Commitments and Contingencies

Guarantees/Indemnifications

As of October 31, 2023, the Company had various letters of credit outstanding totaling \$84.1 million, consisting of \$53.4 million to support the Employee Housing Bonds; \$6.4 million to support bonds issued by Holland Creek Metropolitan District; and \$24.3 million primarily for workers’ compensation, a wind energy purchase agreement and insurance-related deductibles. The Company also had surety bonds of \$9.5 million as of October 31, 2023, primarily to provide collateral for its U.S. workers compensation self-insurance programs.

In addition to the guarantees noted above, the Company has entered into contracts in the normal course of business that include certain indemnifications under which it could be required to make payments to third parties upon the occurrence or non-occurrence of certain future events. These indemnities include indemnities related to licensees in connection with third-parties’ use of the Company’s trademarks and logos, liabilities associated with the infringement of other parties’ technology and software products, liabilities associated with the use of easements, liabilities associated with employment of contract workers and the Company’s use of trustees and liabilities associated with the Company’s use of public lands and environmental matters. The duration of these indemnities generally is indefinite and generally do not limit the future payments the Company could be obligated to make.

As permitted under applicable law, the Company and certain of its subsidiaries have agreed to indemnify their directors and officers over their lifetimes for certain events or occurrences while the officer or director is, or was, serving the Company or its subsidiaries in such a capacity. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a director and officer insurance policy that should enable the Company to recover a portion of any amounts paid.

Unless otherwise noted, the Company has not recorded any significant liabilities for the letters of credit, indemnities and other guarantees noted above in the accompanying Consolidated Condensed Financial Statements, either because the Company has recorded on its Consolidated Condensed Balance Sheets the underlying liability associated with the guarantee, the guarantee is with respect to the Company’s own performance and is therefore not subject to the measurement requirements as prescribed by GAAP, or because the Company has calculated the estimated fair value of the indemnification or guarantee to be immaterial based on the current facts and circumstances that would trigger a payment under the indemnification clause. In addition, with respect to certain indemnifications, it is not possible to determine the maximum potential amount of liability under these potential obligations due to the unique set of facts and circumstances likely to be involved in each particular claim and indemnification provision. Historically, payments made by the Company under these obligations have not been material.

As noted above, the Company makes certain indemnifications to licensees for their use of the Company’s trademarks and logos. The Company does not record any liabilities with respect to these indemnifications.

Additionally, the Company has entered into strategic long-term season pass alliance agreements with third-party mountain resorts in which the Company has committed to pay minimum revenue guarantees over the remaining terms of these agreements.

Self-Insurance

The Company is self-insured for claims under its U.S. health benefit plans and for the majority of workers' compensation claims in the U.S. Workers compensation claims in the U.S. are subject to stop loss policies. The self-insurance liability related to workers' compensation is determined actuarially based on claims filed. The self-insurance liability related to claims under the Company's U.S. health benefit plans is determined based on analysis of actual claims. The amounts related to these claims are included as a component of accrued benefits in accounts payable and accrued liabilities (see Note 7, Supplementary Balance Sheet Information).

Legal

The Company is a party to various lawsuits arising in the ordinary course of business. Management believes the Company has adequate insurance coverage and/or has accrued for all loss contingencies for asserted and unasserted matters deemed to be probable and estimable losses. As of October 31, 2023, July 31, 2023 and October 31, 2022, the accruals for the above loss contingencies were not material individually or in the aggregate.

10. Segment Information

The Company has three reportable segments: Mountain, Lodging and Real Estate. The Company refers to "Resort" as the combination of the Mountain and Lodging segments. The Mountain segment includes the operations of the Company's mountain resorts/ski areas and related ancillary activities. The Lodging segment includes the operations of the Company's owned hotels, RockResorts, NPS concessioner properties, condominium management, Colorado resort ground transportation operations and mountain resort golf operations. The Real Estate segment owns, develops and sells real estate in and around the Company's resort communities. The Company's reportable segments, although integral to the success of the others, offer distinctly different products and services and require different types of management focus. As such, these segments are managed separately.

The Company reports its segment results using Reported EBITDA (defined as segment net revenue less segment operating expenses, plus segment equity investment income or loss, and for the Real Estate segment, plus gain or loss on sale of real property). The Company reports segment results in a manner consistent with management's internal reporting of operating results to the chief operating decision maker (Chief Executive Officer) for purposes of evaluating segment performance.

Items excluded from Reported EBITDA are significant components in understanding and assessing financial performance. Reported EBITDA should not be considered in isolation or as an alternative to, or substitute for, net loss, net change in cash and cash equivalents or other financial statement data presented in the accompanying Consolidated Condensed Financial Statements as indicators of financial performance or liquidity.

The Company utilizes Reported EBITDA in evaluating the performance of the Company and in allocating resources to its segments. Mountain Reported EBITDA consists of Mountain net revenue less Mountain operating expense plus Mountain equity investment income or loss. Lodging Reported EBITDA consists of Lodging net revenue less Lodging operating expense. Real Estate Reported EBITDA consists of Real Estate net revenue less Real Estate operating expense plus gain or loss on sale of real property. All segment expenses include an allocation of corporate administrative expense. Assets are not used to evaluate performance, except as shown in the table below. The accounting policies specific to each segment are the same as those described in Note 2, Summary of Significant Accounting Policies.

The following table presents financial information by reportable segment, which is used by management in evaluating performance and allocating resources (in thousands):

	Three Months Ended October 31,	
	2023	2022
Net revenue:		
Mountain	\$ 172,455	\$ 201,717
Lodging	81,821	77,617
Total Resort net revenue	254,276	279,334
Real Estate	4,289	113
Total net revenue	\$ 258,565	\$ 279,447
Segment operating expense:		
Mountain	\$ 312,839	\$ 294,196
Lodging	82,057	81,974
Total Resort operating expense	394,896	376,170
Real Estate	5,181	1,382
Total segment operating expense	\$ 400,077	\$ 377,552
Gain on sale of real property	\$ 6,285	\$ —
Mountain equity investment income, net	\$ 859	\$ 346
Reported EBITDA:		
Mountain	\$ (139,525)	\$ (92,133)
Lodging	(236)	(4,357)
Resort	(139,761)	(96,490)
Real Estate	5,393	(1,269)
Total Reported EBITDA	\$ (134,368)	\$ (97,759)
Real estate held for sale or investment	\$ 86,465	\$ 95,608
Reconciliation from net loss attributable to Vail Resorts, Inc. to Total Reported EBITDA:		
Net loss attributable to Vail Resorts, Inc.	\$ (175,512)	\$ (136,971)
Net loss attributable to noncontrolling interests	(7,535)	(6,589)
Net loss	(183,047)	(143,560)
Benefit from income taxes	(65,160)	(58,006)
Loss before benefit from income taxes	(248,207)	(201,566)
Depreciation and amortization	66,728	64,614
Change in estimated fair value of contingent consideration	3,057	636
Loss on disposal of fixed assets and other, net	2,043	6
Investment income and other, net	(3,684)	(2,886)
Foreign currency loss on intercompany loans	4,965	6,135
Interest expense, net	40,730	35,302
Total Reported EBITDA	\$ (134,368)	\$ (97,759)

11. Share Repurchase Program

On March 9, 2006, the Company's Board of Directors approved a share repurchase program, authorizing the Company to repurchase up to 3,000,000 Vail Shares. On July 16, 2008, December 4, 2015 and March 7, 2023, the Company's Board of Directors increased the authorization by an additional 3,000,000, 1,500,000 and 2,500,000 Vail Shares, respectively, for a total authorization to repurchase up to 10,000,000 Vail Shares. The Company repurchased 237,056 Vail Shares during the three months ended October 31, 2023 (at a total cost of approximately \$50.0 million, excluding accrued excise tax). The Company did not repurchase any Vail Shares during the three months ended October 31, 2022. Since inception of its share repurchase program through October 31, 2023, the Company has repurchased 8,885,358 Vail Shares for approximately \$1,029.5 million. As of October 31, 2023, 1,114,642 Vail Shares remained available to repurchase under the existing share repurchase program, which has no expiration date. Vail Shares purchased pursuant to the repurchase program will be held as treasury shares and may be used for the issuance of Vail Shares under the Company's employee share award plan.

12. Subsequent Event

On November 30, 2023, the Company announced that it had entered into an agreement to acquire Crans-Montana Mountain Resort in Switzerland from CPI Property Group. Pursuant to the terms of the agreement, the Company will acquire (i) an 84% ownership stake in Remontées Mécaniques Crans Montana Aminona SA, which controls and operates all of the lifts and supporting mountain operations, including four retail and rental locations; (ii) an 80% ownership stake in SportLife AG, which operates one of the ski schools located at the resort; and (iii) 100% ownership of 11 restaurants located on and around the mountain. Subject to closing adjustments, the enterprise value of the resort operations is expected to be CHF 118.5 million. The Company expects to fund the purchase price for the acquired ownership interest of the resort operations through cash on hand.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Vail Resorts, Inc., together with its subsidiaries, is referred to throughout this Quarterly Report on Form 10-Q for the period ended October 31, 2023 ("Form 10-Q") as "we," "us," "our" or the "Company."

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with our Annual Report on Form 10-K for the fiscal year ended July 31, 2023 ("Form 10-K") and the Consolidated Condensed Financial Statements as of October 31, 2023 and 2022 and for the three months then ended, included in Part I, Item 1 of this Form 10-Q, which provide additional information regarding our financial position, results of operations and cash flows. To the extent that the following MD&A contains statements which are not of a historical nature, such statements are forward-looking statements, which involve risks and uncertainties. See "Forward-Looking Statements" below. These risks include, but are not limited to, those discussed in our filings with the Securities and Exchange Commission ("SEC"), including the risks described in Item 1A. "Risk Factors" of Part I of our Form 10-K, which was filed on September 28, 2023.

The MD&A includes discussion of financial performance within each of our three segments. We have chosen to specifically include segment Reported EBITDA (defined as segment net revenue less segment operating expense, plus segment equity investment income or loss, and for the Real Estate segment, plus gain or loss on sale of real property) in the following discussion because we consider this measurement to be a significant indication of our financial performance. We utilize segment Reported EBITDA in evaluating our performance and in allocating resources to our segments. Net Debt (defined as long-term debt, net plus long-term debt due within one year less cash and cash equivalents) is included in the following discussion because we consider this measurement to be a significant indication of our available capital resources. We also believe that Net Debt is an important measurement as it is an indicator of our ability to obtain additional capital resources for our future cash needs. Resort Reported EBITDA (defined as the combination of segment Reported EBITDA of our Mountain and Lodging segments), Total Reported EBITDA (which is Resort Reported EBITDA plus segment Reported EBITDA from our Real Estate segment) and Net Debt are not measures of financial performance or liquidity defined under accounting principles generally accepted in the United States ("GAAP"). Refer to the end of the Results of Operations section for a reconciliation of net loss attributable to Vail Resorts, Inc. to Total Reported EBITDA and Resort Reported EBITDA, and long-term debt, net to Net Debt.

Lodging Segment

Operations within the Lodging segment include: (i) ownership/management of a group of luxury hotels through the RockResorts brand proximate to our Colorado and Utah mountain resorts; (ii) ownership/management of non-RockResorts branded hotels and condominiums proximate to our North American Resorts; (iii) National Park Service (“NPS”) concessioner properties, including the Grand Teton Lodge Company (“GTLC”); (iv) a Colorado resort ground transportation company; and (v) mountain resort golf courses.

Revenue of the lodging segment during our first fiscal quarter is generated primarily by the operations of our NPS concessioner properties (as their peak operating season generally occurs during the months of June to October), as well as golf operations and seasonally low operations from our other owned and managed properties and businesses. Lodging properties (including managed condominium rooms) at or around our mountain resorts, and our Colorado resort ground transportation company, are closely aligned with the performance of the Mountain segment and generally experience similar seasonal trends. Management primarily focuses on Lodging net revenue excluding payroll cost reimbursements and Lodging operating expense excluding reimbursed payroll costs (which are not measures of financial performance under GAAP) as the reimbursements are made based upon the costs incurred with no added margin and as such, the revenue and corresponding expense do not affect our Lodging Reported EBITDA, which we use to evaluate Lodging segment performance.

Real Estate Segment

The principal activities of our Real Estate segment include the sale of land parcels to third-party developers and planning for future real estate development projects, including zoning and acquisition of applicable permits. We continue undertaking preliminary planning and design work on future projects and are pursuing opportunities with third-party developers rather than undertaking our own significant vertical development projects. Additionally, real estate development projects by third-party developers most often result in the creation of certain resort assets that provide additional benefit to the Mountain segment. We believe that, due to our low carrying cost of real estate land investments, we are well situated to promote future projects by third-party developers while limiting our financial risk. Our revenue from the Real Estate segment and associated expense can fluctuate significantly based upon the timing of closings and the type of real estate being sold, causing volatility in the Real Estate segment’s operating results from period to period.

Recent Trends, Risks and Uncertainties

Together with those risk factors we have identified in our Form 10-K, we have identified the following important factors (as well as risks and uncertainties associated with such factors) that could impact our future financial performance or condition:

- The economies in the countries in which we operate and from which we attract our guests may be impacted by economic challenges associated with rising inflation, increasing or elevated interest rates, geopolitical conflicts and financial institution disruptions and/or fluctuating commodity prices that could adversely impact our business, including decreased guest spending or visitation or increased costs of operations. Skiing, travel and tourism are discretionary recreational activities that can entail a relatively high cost of participation. As a result, economic downturns and other negative impacts to consumer discretionary spending may have a pronounced impact on visitation to our Resorts. We cannot predict the extent to which we may be impacted by such potential economic challenges, whether in North America or globally.
- The timing and amount of snowfall can have an impact on Mountain and Lodging revenue, particularly with regard to skier visits and the duration and frequency of guest visitation. To help mitigate this impact, we sell a variety of pass products prior to the beginning of the ski season, which results in a more stabilized stream of lift revenue. Additionally, our pass products provide a compelling value proposition to our guests, which in turn create a guest commitment predominately prior to the start of the ski season. Pass product sales through December 4, 2023 for the 2023/2024 North American ski season increased approximately 4% in units and approximately 11% in sales dollars as compared to the prior year through December 5, 2022. Pass product sales are adjusted to eliminate the impact of foreign currency by applying an exchange rate of \$0.74 between the Canadian dollar and U.S. dollar in both periods for Whistler Blackcomb pass sales. We cannot predict the overall impact that sales of our pass products will have on total lift revenue or effective ticket price for the fiscal year ending July 31, 2024.

- Given that we operate in the travel and leisure industry, we are subject to risks related to public health emergencies, including the potential outbreak and spread of contagious disease. Public health emergencies may lead to adverse economic impacts in global and local economies, including the economies in which we operate, which may in turn impact consumer demand, the willingness or ability of guests to travel, guest visitation, staffing levels or financial results. We cannot predict the ultimate impact that any potential public health emergency may have on our guest visitation, guest spending, staffing capabilities, other related trends or overall results of operations.
- As of October 31, 2023, we had \$728.9 million of cash and cash equivalents, as well as \$419.8 million available under the revolver component of our Eighth Amended and Restated Credit Agreement, dated as of August 15, 2018 and as amended most recently on August 31, 2022 (the “Vail Holdings Credit Agreement”), which represents the total commitment of \$500.0 million less certain letters of credit outstanding of \$80.2 million. Additionally, we have a credit facility which supports the liquidity needs of Whistler Blackcomb (the “Whistler Credit Agreement”). As of October 31, 2023, we had C\$296.6 million (\$213.9 million) available under the revolver component of the Whistler Credit Agreement, which represents the total commitment of C\$300.0 million (\$216.3 million) less letters of credit outstanding of C\$3.4 million (\$2.4 million). We believe that our existing cash and cash equivalents, availability under our credit agreements and the expected positive cash flow from operating activities of our Mountain and Lodging segments less resort capital expenditures will continue to provide us with sufficient liquidity to fund our operations.

RESULTS OF OPERATIONS

Summary

Below is a summary of operating results for the three months ended October 31, 2023, compared to the three months ended October 31, 2022 (in thousands):

	Three Months Ended October 31,	
	2023	2022
Net loss attributable to Vail Resorts, Inc.	\$ (175,512)	\$ (136,971)
Loss before benefit from income taxes	\$ (248,207)	\$ (201,566)
Mountain Reported EBITDA	\$ (139,525)	\$ (92,133)
Lodging Reported EBITDA	(236)	(4,357)
Resort Reported EBITDA	\$ (139,761)	\$ (96,490)
Real Estate Reported EBITDA	\$ 5,393	\$ (1,269)

Mountain Segment

Three months ended October 31, 2023 compared to the three months ended October 31, 2022

Mountain segment operating results for the three months ended October 31, 2023 and 2022 are presented by category as follows (in thousands, except effective ticket price (“ETP”)). ETP is calculated as lift revenue divided by total skier visits for each applicable period presented.

	Three Months Ended October 31,		Percentage Increase (Decrease)
	2023	2022	
Mountain net revenue:			
Lift	\$ 45,390	\$ 59,540	(23.8)%
Ski school	7,178	8,927	(19.6)%
Dining	18,077	19,442	(7.0)%
Retail/rental	33,474	40,344	(17.0)%
Other	68,336	73,464	(7.0)%
Total Mountain net revenue	172,455	201,717	(14.5)%
Mountain operating expense:			
Labor and labor-related benefits	112,049	108,045	3.7%
Retail cost of sales	17,821	20,741	(14.1)%
General and administrative	93,168	83,289	11.9%
Other	89,801	82,121	9.4%
Total Mountain operating expense	312,839	294,196	6.3%
Mountain equity investment income, net	859	346	148.3%
Mountain Reported EBITDA	\$ (139,525)	\$ (92,133)	(51.4)%
Total skier visits	658	993	(33.7)%
ETP	\$ 68.98	\$ 59.96	15.0%

Mountain Reported EBITDA includes \$5.8 million and \$5.3 million of stock-based compensation expense for the three months ended October 31, 2023 and 2022, respectively.

Our first fiscal quarter historically results in negative Mountain Reported EBITDA, as most of our North American and European Resorts generally do not open for ski operations until our second fiscal quarter, which begins in November. The first fiscal quarter generally consists of operating and administrative expenses, summer activities (including dining), retail/rental operations and the winter operations of our Australian ski areas, for which the ski season generally occurs from June through early October.

Mountain Reported EBITDA decreased \$47.4 million, or 51.4%, primarily driven by an increase in expenses at our North American Resorts, including increased labor costs and general and administrative expenses (which includes the incremental impact of our prior year investments in employee wages), increases in repairs and maintenance expense and professional services expense (including costs associated with our workforce planning tools implementation), and the impact of inflation. Mountain Reported EBITDA also decreased as a result of our Australian operations, which experienced weather-related challenges that impacted terrain in the current year, compared to record visitation and favorable snow conditions in the prior year. Summer revenue at our North American Resorts also decreased primarily as a result of decreased summer visitation from lower demand for summer mountain travel and weather related challenges compared to the prior year.

Lift revenue decreased \$14.2 million, or 23.8%, primarily due to a decrease in paid lift revenue at our Australian resorts as a result of reduced visitation from weather-related disruptions and unfavorable snow conditions in the current year, compared to record visitation and favorable snow conditions in the prior year.

Ski school revenue decreased \$1.7 million, or 19.6%, and dining revenue decreased \$1.4 million, or 7.0%, each primarily driven by decreased visitation at our Australian resorts, as a result of weather-related disruptions and unfavorable snow conditions in the current year, compared to record visitation and favorable snow conditions in the prior year. Retail/rental revenue decreased \$6.9 million, or 17.0%, driven by a decrease in summer visitation at our North American Resorts, which drove decreased demand at our on-mountain retail locations, as well as a decrease in retail/rental revenue at our Australian stores.

Other revenue mainly consists of summer visitation and other mountain activities revenue, employee housing revenue, guest services revenue, commercial leasing revenue, marketing revenue, private club revenue (which includes both club dues and amortization of initiation fees), municipal services revenue and other recreation activity revenue. Other revenue also includes Australian ski area lodging and transportation revenue. Other revenue decreased \$5.1 million, or 7.0%, primarily driven by decreased sightseeing and other on-mountain summer activities revenue due to decreased summer visitation at our North American Resorts as a result of lower demand for summer mountain travel and weather related challenges compared to the prior year.

Operating expense increased \$18.6 million, or 6.3%. Labor and labor-related benefits increased 3.7%, primarily due to normal wage adjustments and the incremental impact of our prior year investments in wages and salaries for North American employees, which went into effect in October 2022, but were in effect for the full quarter in the current year, partially offset by lower labor costs at our Australian ski areas. Retail cost of sales decreased 14.1%, compared to a decrease in retail sales of 15.5%, reflecting decreased margins on retail products driven by higher sales of discounted inventory. General and administrative expense increased 11.9% primarily due to an increase in allocated corporate overhead costs, including the incremental impact of our prior year investments in wages and salaries for North American employees, which went into effect in October 2022, as well as an increase in marketing expense to drive incremental 2023/2024 North American pass product sales. Other expense increased 9.4% primarily due to increase in repairs and maintenance expenses (\$4.6 million), professional services (\$2.8 million), which includes costs associated with our workforce planning tools implementation, and the impact of inflation.

Mountain equity investment income, net primarily includes our share of income from the operations of a real estate brokerage company.

Lodging Segment

Three months ended October 31, 2023 compared to the three months ended October 31, 2022

Lodging segment operating results for the three months ended October 31, 2023 and 2022 are presented by category as follows (in thousands, except average daily rates (“ADR”) and revenue per available room (“RevPAR”)):

	Three Months Ended October 31,		Percentage Increase (Decrease)
	2023	2022	
Lodging net revenue:			
Owned hotel rooms	\$ 25,177	\$ 23,565	6.8 %
Managed condominium rooms	12,003	12,859	(6.7)%
Dining	18,083	16,829	7.5 %
Golf	6,376	5,890	8.3 %
Other	16,723	14,797	13.0 %
	78,362	73,940	6.0 %
Payroll cost reimbursements	3,459	3,677	(5.9)%
Total Lodging net revenue	81,821	77,617	5.4 %
Lodging operating expense:			
Labor and labor-related benefits	37,475	36,915	1.5 %
General and administrative	14,857	15,510	(4.2)%
Other	26,266	25,872	1.5 %
	78,598	78,297	0.4 %
Reimbursed payroll costs	3,459	3,677	(5.9)%
Total Lodging operating expense	82,057	81,974	0.1 %
Lodging Reported EBITDA	\$ (236)	\$ (4,357)	94.6 %
Owned hotel statistics:			
ADR	\$ 304.03	\$ 277.25	9.7 %
RevPAR	\$ 158.97	\$ 155.03	2.5 %
Managed condominium statistics:			
ADR	\$ 233.92	\$ 240.08	(2.6)%
RevPAR	\$ 50.78	\$ 52.90	(4.0)%
Owned hotel and managed condominium statistics (combined):			
ADR	\$ 269.31	\$ 258.48	4.2 %
RevPAR	\$ 82.95	\$ 81.36	2.0 %

Lodging Reported EBITDA includes \$0.9 million and \$1.0 million of stock-based compensation expense for the three months ended October 31, 2023 and 2022, respectively.

Lodging Reported EBITDA increased \$4.1 million, or 94.6%. Revenue from owned hotel rooms increased \$1.6 million, or 6.8%, primarily due to an increase in ADR at GTLC. Dining revenue increased \$1.3 million, or 7.5%, and other revenue increased \$1.9 million, or 13.0%, each primarily as a result of improved park visitation at GTLC, driven by positive weather conditions which enabled increased ancillary product sales.

Revenue from payroll cost reimbursement and the corresponding reimbursed payroll costs relate to payroll costs at managed hotel properties where we are the employer and all payroll costs are reimbursed by the owners of the properties under contractual arrangements. Since the reimbursements are made based upon the costs incurred with no added margin, the revenue and corresponding expense have no effect on our Lodging Reported EBITDA.

Real Estate Segment

Our Real Estate net revenue is primarily determined by the timing of closings and the mix of real estate sold in any given period. Different types of projects have different revenue and profit margins; therefore, as the real estate inventory mix changes, it can greatly impact Real Estate segment net revenue, operating expense, gain or loss on sale of real property and Real Estate Reported EBITDA.

Three months ended October 31, 2023 compared to the three months ended October 31, 2022

Real Estate segment operating results for the three months ended October 31, 2023 and 2022 are presented by category as follows (in thousands):

	Three Months Ended October 31,		Percentage Increase (Decrease)
	2023	2022	
Total Real Estate net revenue	\$ 4,289	\$ 113	3,695.6 %
Real Estate operating expense:			
Cost of sales	3,607	—	nm
Other	1,574	1,382	13.9 %
Total Real Estate operating expense	5,181	1,382	274.9 %
Gain on sale of real property	6,285	—	nm
Real Estate Reported EBITDA	\$ 5,393	\$ (1,269)	525.0 %

During the three months ended October 31, 2023 we closed on the sale of a land parcel in Keystone, CO for \$4.2 million, which was recorded within Real Estate net revenue, with a corresponding cost of sale of \$3.6 million. Additionally, we recorded a gain on sale of real property for \$6.3 million related to a land parcel sale in Beaver Creek, CO, which closed for proceeds of \$6.5 million during the three months ended October 31, 2023. We did not close on any significant real estate transactions during the three months ended October 31, 2022.

Other operating expense for both the three months ended October 31, 2023 and 2022 was primarily comprised of general and administrative costs, such as labor and labor-related benefits, professional services and allocated corporate overhead costs.

Other Items

In addition to segment operating results, the following material items contributed to our overall financial results for the three months ended October 31, 2023 and 2022 (in thousands):

	Three Months Ended October 31,		Increase (Decrease)
	2023	2022	
Interest expense, net	\$ (40,730)	\$ (35,302)	15.4 %
Benefit from income taxes	\$ 65,160	\$ 58,006	12.3 %
Effective tax rate	26.3 %	28.8 %	(2.5) pts

Interest expense, net. Interest expense, net for the three months ended October 31, 2023 increased \$5.4 million compared to the same period in the prior year, primarily due to an increase in variable interest rates associated with the unhedged portion of our term loan borrowings under the Vail Holdings Credit Agreement.

Benefit from income taxes. At the end of each interim period, the Company estimates the annual effective tax rate and applies that rate to its ordinary quarterly earnings. The tax expense or benefit related to significant, unusual or extraordinary items that will be separately reported or reported net of their related tax effect are individually computed and recognized in the interim period in which those items occur. In addition, the effects of changes in enacted tax laws or rates or tax status are recognized in the interim period in which the change occurs. The effective tax rate for the three months ended October 31, 2023 was 26.3% compared to 28.8% for the three months ended October 31, 2022.

The decrease in the effective tax rate for the three months ended October 31, 2023 compared to the three months ended October 31, 2022 was primarily due to a decrease in favorable discrete items impacting the first quarter tax provision in the current period.

Reconciliation of Segment Earnings and Net Debt

The following table reconciles net loss attributable to Vail Resorts, Inc. to Total Reported EBITDA for the three months ended October 31, 2023 and 2022 (in thousands):

	Three Months Ended October 31,	
	2023	2022
Net loss attributable to Vail Resorts, Inc.	\$ (175,512)	\$ (136,971)
Net loss attributable to noncontrolling interests	(7,535)	(6,589)
Net loss	(183,047)	(143,560)
Benefit from income taxes	(65,160)	(58,006)
Loss before benefit from income taxes	(248,207)	(201,566)
Depreciation and amortization	66,728	64,614
Loss on disposal of fixed assets and other, net	2,043	6
Change in fair value of contingent consideration	3,057	636
Investment income and other, net	(3,684)	(2,886)
Foreign currency loss on intercompany loans	4,965	6,135
Interest expense, net	40,730	35,302
Total Reported EBITDA	\$ (134,368)	\$ (97,759)
Mountain Reported EBITDA	\$ (139,525)	\$ (92,133)
Lodging Reported EBITDA	(236)	(4,357)
Resort Reported EBITDA	(139,761)	(96,490)
Real Estate Reported EBITDA	5,393	(1,269)
Total Reported EBITDA	\$ (134,368)	\$ (97,759)

The following table reconciles long-term debt, net to Net Debt (in thousands):

	October 31,	
	2023	2022
Long-term debt, net	\$ 2,732,037	\$ 2,769,698
Long-term debt due within one year	69,659	67,811
Total debt	2,801,696	2,837,509
Less: cash and cash equivalents	728,859	1,180,942
Net Debt	\$ 2,072,837	\$ 1,656,567

LIQUIDITY AND CAPITAL RESOURCES

Changes in significant sources of cash for the three months ended October 31, 2023 and 2022 are presented by categories as follows (in thousands).

	Three Months Ended October 31,	
	2023	2022
Net cash provided by operating activities	\$ 328,499	\$ 332,991
Net cash provided by (used in) investing activities	\$ 5,565	\$ (134,531)
Net cash used in financing activities	\$ (153,608)	\$ (104,628)

Three months ended October 31, 2023 compared to the three months ended October 31, 2022

We generated \$328.5 million of cash from operating activities during the three months ended October 31, 2023, a decrease of \$4.5 million compared to \$333.0 million generated during the three months ended October 31, 2022. The decrease in operating cash flows was primarily a result of decreased Mountain segment results for the three months ended October 31, 2023

compared to the prior year, partially offset by an increase in pass and other product sales and receivable collections of approximately \$37.8 million.

Cash provided by (used in) investing activities for the three months ended October 31, 2023 increased by \$140.1 million primarily due to (i) prior year short-term bank deposit investments of \$86.8 million, which were invested in deposits with maturity dates of more than three months at the date of purchase and were therefore not reflected as cash equivalents as of October 31, 2022, of which \$52.4 million matured in the current year; (ii) a decrease in capital expenditures of approximately \$70.7 million as compared to the prior year, driven by our significant investment in lift upgrades in calendar year 2022; and (iii) \$38.6 million of cash paid to Andermatt Swiss Alps AG upon closing the acquisition of Andermatt-Sedrun, net of cash acquired, on August 3, 2022. This increase was partially offset by the return of a cash deposit of approximately \$114.5 million (CHF 110.0 million) originally made in July 2022 in conjunction with the acquisition of Andermatt-Sedrun, which closed on August 3, 2022. The cash deposit was invested into Andermatt-Sedrun, which is consolidated in our consolidated condensed financial statements subsequent to the acquisition being completed.

Cash used in financing activities increased by \$49.0 million during the three months ended October 31, 2023 compared to the three months ended October 31, 2022, primarily due to an increase in repurchases of common stock of \$50.0 million.

Significant Sources of Cash

We had \$728.9 million of cash and cash equivalents as of October 31, 2023, compared to \$1,180.9 million as of October 31, 2022, and the decrease was primarily due to increased activity during the last twelve months associated with our share repurchase program. We currently anticipate that our Mountain and Lodging segment operating results will continue to provide a significant source of future operating cash flows (primarily generated in our second and third fiscal quarters).

In addition to our \$728.9 million of cash and cash equivalents at October 31, 2023, we had \$419.8 million available under the revolver component of our Vail Holdings Credit Agreement as of October 31, 2023 (which represents the total commitment of \$500.0 million less outstanding letters of credit of \$80.2 million). Additionally, we had C\$296.6 million (\$213.9 million) available under the revolver component of our Whistler Credit Agreement (which represents the total commitment of C\$300.0 million (\$216.3 million) less certain outstanding letters of credit of C\$3.4 million (\$2.4 million)). We expect that our liquidity needs in the near term will be met by continued use of our existing cash and cash equivalents, operating cash flows and borrowings under both the Vail Holdings Credit Agreement and Whistler Credit Agreement, if needed. The Vail Holdings Credit Agreement and the Whistler Credit Agreement provide adequate flexibility with any new borrowings currently priced at the Secured Overnight Financing Rate plus 1.60% and Bankers Acceptance Rate plus 1.75%, respectively.

Significant Uses of Cash

Capital Expenditures

We have historically invested significant amounts of cash in capital expenditures for our resort operations, and we expect to continue to do so, subject to operating performance particularly as it relates to discretionary projects. Currently planned capital expenditures primarily include investments that will allow us to maintain our high-quality standards for the guest experience, as well as certain incremental discretionary improvements at our Resorts, throughout our owned hotels and in technology that can impact the full network. We evaluate additional discretionary capital improvements based on an expected level of return on investment.

We currently anticipate we will spend approximately \$180 million to \$185 million on resort capital expenditures during calendar year 2023, excluding one-time investments related to integration activities, deferred capital associated with the Keystone and Park City projects, \$4 million of reimbursable investments associated with insurance recoveries, and \$9 million of growth capital investments at Andermatt-Sedrun. Including these one-time items, our total capital plan for calendar year 2023 is expected to be approximately \$204 million to \$209 million. Included in these estimated capital expenditures are approximately \$112 million to \$117 million of maintenance capital expenditures (excluding Andermatt-Sedrun), which are necessary to maintain appearance and level of service appropriate to our resort operations. We currently plan to utilize cash on hand, borrowings available under our credit agreements and/or cash flow generated from future operations to provide the cash necessary to complete our capital plans.

We had spent approximately \$162 million for capital expenditures in calendar year 2023 as of October 31, 2023, leaving approximately \$42 million to \$47 million to spend in the remainder of calendar year 2023.

We expect our capital plan for calendar year 2024 will be approximately \$189 million to \$194 million, excluding \$13 million of incremental capital investments in premium fleet and fulfillment infrastructure to support the official launch of My Epic Gear

for the 2024/2025 winter season at 12 destination mountain resorts and regional ski areas across North America, \$11 million of growth capital investments at Andermatt-Sedrun and \$1 million of reimbursable capital. Including My Epic Gear and one-time investments, our total capital plan for calendar year 2024 is expected to be approximately \$214 million to \$219 million. We currently plan to utilize cash on hand, borrowings available under our credit agreements and/or cash generated from future operations to provide the cash necessary to complete our capital plans.

Debt

As of October 31, 2023, principal payments on the majority of our long-term debt (\$2.1 billion of the total \$2.8 billion debt outstanding as of October 31, 2023) are not due until fiscal year 2026 and beyond. As of both October 31, 2023 and 2022, total long-term debt, net (including long-term debt due within one year) was \$2.8 billion. Net Debt (defined as long-term debt, net plus long-term debt due within one year less cash and cash equivalents) increased from \$1.7 billion as of October 31, 2022 to \$2.1 billion as of October 31, 2023. The increase was primarily associated with the use of cash to fund share repurchases under our share repurchase program during the last twelve months.

As of October 31, 2023, the Vail Holdings Credit Agreement provides for (i) a revolving loan facility in an aggregate principal amount of \$500.0 million and (ii) a term loan of \$1.0 billion. We expect that our liquidity needs in the near term will be met by continued use of our existing cash and cash equivalents, operating cash flows and borrowings under both the Vail Holdings Credit Agreement and Whistler Credit Agreement, if needed.

Our debt service requirements can be impacted by changing interest rates as we had approximately \$0.7 billion of variable-rate debt outstanding as of October 31, 2023. A 100-basis point change in our borrowing rates would cause our annual interest payments to change by approximately \$6.5 million. Additionally, the annual payments associated with the financing of the Canyons Resort transaction increase by the greater of CPI less 1%, or 2%. The fluctuation in our debt service requirements, in addition to interest rate and inflation changes, may be impacted by future borrowings under our credit agreements or other alternative financing arrangements we may enter into. Our long term liquidity needs depend upon operating results that impact the borrowing capacity under our credit agreements. We can respond to liquidity impacts of changes in the business and economic environment by managing our capital expenditures, variable operating expenses, the timing of new real estate development activity and the payment of cash dividends on our common stock.

Dividend Payments

On December 6, 2023, the Company's Board of Directors approved a cash dividend of \$2.06 per share payable on January 9, 2024 to stockholders of record as of December 26, 2023. During the three months ended October 31, 2023, we paid cash dividends of \$2.06 per share (\$78.5 million). During the three months ended October 31, 2022, we paid cash dividends of \$1.91 per share (\$77.0 million). We funded these dividends with available cash on hand. The amount, if any, of dividends to be paid in the future will depend on our available cash on hand, anticipated cash needs, overall financial condition, restrictions contained in our Vail Holdings Credit Agreement, future prospects for earnings and cash flows, as well as other factors considered relevant by our Board of Directors.

Share Repurchase Program

Our share repurchase program is conducted under authorizations made from time to time by our Board of Directors. On March 9, 2006, our Board of Directors initially authorized the repurchase of up to 3,000,000 shares of Vail Resorts common stock ("Vail Shares") and later authorized additional repurchases of up to 3,000,000 Vail Shares (July 16, 2008), 1,500,000 Vail Shares (December 4, 2015) and 2,500,000 Vail Shares (March 7, 2023), for a total authorization to repurchase up to 10,000,000 Vail Shares. During the three months ended October 31, 2023, we repurchased 237,056 shares (at an average cost of \$210.92) for a total cost of approximately \$50.0 million, excluding accrued excise tax. We funded the share repurchases with available cash on hand. We did not repurchase any Vail Shares during the three months ended October 31, 2022. Since inception of this stock repurchase program through October 31, 2023, we have repurchased 8,885,358 Vail Shares at a cost of approximately \$1,029.5 million. As of October 31, 2023, 1,114,642 Vail Shares remained available to repurchase under the existing repurchase authorization. Vail Shares purchased pursuant to the repurchase program will be held as treasury shares and may be used for the issuance of shares under our share award plan. Repurchases under the program may be made from time to time at prevailing prices as permitted by applicable laws, and subject to market conditions and other factors. The timing as well as the number of Vail Shares that may be repurchased under the program will depend on several factors, including our future financial performance, our available cash resources and competing uses for cash that may arise in the future, the restrictions in our Vail Holdings Credit Agreement, prevailing prices of Vail Shares and the number of Vail Shares that become available for repurchase at prices that we believe are attractive. The share repurchase program has no expiration date.

Covenants and Limitations

We must abide by certain restrictive financial covenants under our credit agreements. The most restrictive of those covenants include the following covenants: for the Vail Holdings Credit Agreement, Net Funded Debt to Adjusted EBITDA ratio, Secured Net Funded Debt to Adjusted EBITDA ratio and the Interest Coverage ratio (each as defined in the Vail Holdings Credit Agreement); for the Whistler Credit Agreement, Consolidated Total Leverage Ratio and Consolidated Interest Coverage Ratio (each as defined in the Whistler Credit Agreement); and for the EPR Secured Notes, Maximum Leverage Ratio and Consolidated Fixed Charge Ratio (each as defined in the EPR Agreements). Additionally, the New Regional Policy loan between Andermatt-Sedrun and the Canton of Uri and Canton of Graubünden dated June 24, 2016 includes restrictive covenants requiring certain minimum financial results (as defined in the agreement). In addition, our financing arrangements limit our ability to make certain restricted payments, pay dividends on or redeem or repurchase stock, make certain investments and make certain affiliate transfers, and may limit our ability to enter into certain mergers, consolidations or sales of assets and incur certain indebtedness. Our borrowing availability under the Vail Holdings Credit Agreement is primarily determined by the Net Funded Debt to Adjusted EBITDA ratio, which is based on our segment operating performance, as defined in the Vail Holdings Credit Agreement. Our borrowing availability under the Whistler Credit Agreement is primarily determined based on the commitment size of the credit facility and our compliance with the terms of the Whistler Credit Agreement.

We were in compliance with all restrictive financial covenants in our debt instruments as of October 31, 2023. We expect that we will meet all applicable financial maintenance covenants in effect in our credit agreements through the next twelve months. However, there can be no assurance we will meet such financial covenants. If such covenants are not met, we would be required to seek a waiver or amendment from the banks participating in the credit agreements. There can be no assurance that such waivers or amendments would be granted, which could have a material adverse impact on our liquidity.

OFF BALANCE SHEET ARRANGEMENTS

We do not have off balance sheet transactions that are expected to have a material effect on our financial condition, revenue, expenses, results of operations, liquidity, capital expenditures or capital resources.

CRITICAL ACCOUNTING POLICIES

There were no significant changes to our critical accounting policies and estimates as reported in our Form 10-K for the fiscal year ended July 31, 2023.

FORWARD-LOOKING STATEMENTS

Except for any historical information contained herein, the matters discussed or incorporated by reference in this Form 10-Q contain certain forward-looking statements within the meaning of the federal securities laws. These statements relate to analyses and other information available as of the date hereof, which are based on forecasts of future results and estimates of amounts not yet determinable. These statements also relate to our contemplated future prospects, developments and business strategies.

These forward-looking statements are identified by their use of terms and phrases such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “predict,” “project,” “will” and similar terms and phrases, including references to assumptions. Although we believe that our plans, intentions and expectations reflected in or suggested by such forward-looking statements are reasonable, we cannot assure you that such plans, intentions or expectations will be achieved. Important factors that could cause actual results to differ materially from our forward-looking statements include, but are not limited to:

- *the economy generally, and our business and results of operations, including the ultimate amount of refunds that we would be required to refund to our pass product holders for qualifying circumstances under our Epic Coverage program;*
- *prolonged weakness in general economic conditions, including adverse effects on the overall travel and leisure related industries;*
- *risks associated with the effects of high or prolonged inflation, rising interest rates and financial institution disruptions;*
- *unfavorable weather conditions or the impact of natural disasters or other unexpected events;*
- *the willingness or ability of our guests to travel due to terrorism, the uncertainty of military conflicts or public health emergencies, and the cost and availability of travel options and changing consumer preferences, discretionary spending habits or willingness to travel;*
- *risks related to travel and airline disruptions, and other adverse impacts on the ability of our guests to travel;*
- *risks related to interruptions or disruptions of our information technology systems, data security or cyberattacks;*

- risks related to our reliance on information technology, including our failure to maintain the integrity of our customer or employee data and our ability to adapt to technological developments or industry trends;
- our ability to acquire, develop and implement relevant technology offerings for customers and partners;
- the seasonality of our business combined with adverse events that may occur during our peak operating periods;
- competition in our mountain and lodging businesses or with other recreational and leisure activities;
- risks related to the high fixed cost structure of our business;
- our ability to fund resort capital expenditures;
- risks related to a disruption in our water supply that would impact our snowmaking capabilities and operations;
- our reliance on government permits or approvals for our use of public land or to make operational and capital improvements;
- risks related to federal, state, local and foreign government laws, rules and regulations, including environmental and health and safety laws and regulations;
- risks related to changes in security and privacy laws and regulations which could increase our operating costs and adversely affect our ability to market our products, properties and services effectively;
- potential failure to adapt to technological developments or industry trends regarding information technology;
- our ability to successfully launch and promote adoption of new products, technology, services and programs;
- risks related to our workforce, including increased labor costs, loss of key personnel and our ability to maintain adequate staffing, including hiring and retaining a sufficient seasonal workforce;
- a deterioration in the quality or reputation of our brands, including our ability to protect our intellectual property and the risk of accidents at our mountain resorts;
- risks related to scrutiny and changing expectations regarding our environmental, social and governance practices and reporting;
- our ability to successfully integrate acquired businesses, including their integration into our internal controls and infrastructure; our ability to successfully navigate new markets, including Europe; or that acquired businesses may fail to perform in accordance with expectations;
- risks associated with international operations;
- fluctuations in foreign currency exchange rates where the Company has foreign currency exposure, primarily the Canadian and Australian dollars and the Swiss franc, as compared to the U.S. dollar;
- changes in tax laws, regulations or interpretations, or adverse determinations by taxing authorities;
- risks related to our indebtedness and our ability to satisfy our debt service requirements under our outstanding debt including our unsecured senior notes, which could reduce our ability to use our cash flow to fund our operations, capital expenditures, future business opportunities and other purposes;
- a materially adverse change in our financial condition;
- adverse consequences of current or future litigation and legal claims;
- changes in accounting judgments and estimates, accounting principles, policies or guidelines; and
- other risks and uncertainties included under Part 1. Item 1A. "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended July 31, 2023.

All forward-looking statements attributable to us or any persons acting on our behalf are expressly qualified in their entirety by these cautionary statements.

If one or more of these risks or uncertainties materialize, or if underlying assumptions prove incorrect, our actual results may vary materially from those expected, estimated or projected. Given these uncertainties, users of the information included or incorporated by reference in this Form 10-Q, including investors and prospective investors, are cautioned not to place undue reliance on such forward-looking statements. Actual results may differ materially from those suggested by the forward-looking statements that we make for a number of reasons including those described above and in Part I, Item 1A. "Risk Factors" of our Form 10-K. All forward-looking statements are made only as of the date hereof. Except as may be required by law, we do not intend to update these forward-looking statements, even if new information, future events or other circumstances have made them incorrect or misleading.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk. Our exposure to market risk is limited primarily to the fluctuating interest rates associated with variable rate indebtedness. As of October 31, 2023, we had approximately \$0.7 billion of variable rate indebtedness (after taking into consideration \$400.0 million in interest rate swaps which converts variable-rate debt to fixed-rate debt), representing approximately 23.3% of our total debt outstanding, at an average interest rate during the three months ended October 31, 2023 of approximately 6.8%. Based on variable-rate borrowings outstanding as of October 31, 2023, a 100-basis point (or 1.0%) change in our borrowing rates would result in our annual interest payments changing by approximately \$6.5 million. Our market risk exposure fluctuates based on changes in underlying interest rates.

Foreign Currency Exchange Rate Risk. We are exposed to currency translation risk because the results of our international entities are reported in local currency, which we then translate to U.S. dollars for inclusion in our Consolidated Condensed Financial Statements. As a result, changes between the foreign exchange rates, in particular the Canadian dollar, Australian dollar and Swiss franc compared to the U.S. dollar, affect the amounts we record for our foreign assets, liabilities, revenues and expenses, and could have a negative effect on our financial results. Additionally, we also have foreign currency transaction exposure from an intercompany loan to Whistler Blackcomb that is not deemed to be permanently invested, which has and could materially change due to fluctuations in the Canadian dollar exchange rate. The results of Whistler Blackcomb are reported in Canadian dollars, the results of our Australian resorts are reported in Australian dollars and the results of Andermatt-Sedrun are reported in Swiss francs, each of which we then translate to U.S. dollars for inclusion in our Consolidated Condensed Financial Statements. We do not currently enter into hedging arrangements to minimize the impact of foreign currency fluctuations on our operations.

The following table summarizes the amounts of foreign currency translation adjustments, representing losses, and foreign currency loss on intercompany loans recognized in comprehensive loss (in thousands).

	Three Months Ended October 31,	
	2023	2022
Foreign currency translation adjustments	\$ (92,094)	\$ (117,808)
Foreign currency loss on intercompany loans	\$ (4,965)	\$ (6,135)

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Management of the Company, under the supervision and with participation of the Chief Executive Officer (the “CEO”) and Chief Financial Officer (the “CFO”), evaluated the effectiveness of the Company’s “disclosure controls and procedures” as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Act”), as of the end of the period covered by this Quarterly Report on Form 10-Q.

Based upon their evaluation of the Company’s disclosure controls and procedures, the CEO and the CFO concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, the disclosure controls and procedures are effective to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Act is accumulated and communicated to management, including the CEO and the CFO, as appropriate, to allow timely decisions regarding required disclosure and are effective to provide reasonable assurance that such information is recorded, processed, summarized and reported within the time periods specified by the SEC’s rules and forms.

The Company, including its CEO and CFO, does not expect that the Company’s controls and procedures will prevent or detect all error and all fraud. A control system, no matter how well conceived or operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

Changes in Internal Controls over Financial Reporting

On August 3, 2022, we completed our acquisition of Andermatt-Sedrun. In accordance with the SEC’s general guidance for recently acquired businesses, our assessment of and conclusion on the effectiveness of our internal control over financial reporting as of the fiscal year ended July 31, 2023 did not include certain elements of the internal controls of Andermatt-Sedrun. However, as of October 31, 2023, Andermatt-Sedrun is now included within our assessment of and conclusion on the effectiveness of our internal control over financial reporting.

Excluding Andermatt-Sedrun, there were no changes in the Company’s internal control over financial reporting that occurred during the three months ended October 31, 2023 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are a party to various lawsuits arising in the ordinary course of business. We believe that we have adequate insurance coverage and/or have accrued for all loss contingencies for asserted and unasserted matters and that, although the ultimate outcome of such claims cannot be ascertained, current pending and threatened claims are not expected, individually or in the aggregate, to have a material adverse impact on our financial position, results of operations and cash flows.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors we previously disclosed in our Form 10-K, which was filed on September 28, 2023 as of and for the year ended July 31, 2023.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Repurchase of Equity Securities

The following table sets forth our purchases of Vail Shares during the first quarter of fiscal 2024:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (1)
August 1, 2023 - August 31, 2023	—	\$ —	—	1,351,698
September 1, 2023 - September 30, 2023	—	\$ —	—	1,351,698
October 1, 2023 - October 31, 2023	237,056	\$ 210.92	237,056	1,114,642
Total	237,056	\$ 210.92	237,056	1,114,642

- (1) The share repurchase program is conducted under authorizations made from time to time by our Board of Directors. The Board of Directors initially authorized the repurchase of up to 3,000,000 Vail Shares (March 9, 2006), and later authorized additional repurchases of up to 3,000,000 Vail Shares (July 16, 2008), 1,500,000 Vail Shares (December 4, 2015) and 2,500,000 Vail Shares (March 7, 2023), for a total authorization to repurchase up to 10,000,000 Vail Shares. As of October 31, 2023, 1,114,642 Vail Shares remained available to repurchase under the existing repurchase authorization. Repurchases under these authorizations may be made from time to time at prevailing prices as permitted by applicable laws, including under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, and subject to market conditions and other factors. These authorizations have no expiration date.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Director and Officer Rule 10b5-1 Trading Arrangements

During the three months ended October 31, 2023, none of the Company's directors or "officers" (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified or terminated "Rule 10b5-1 trading arrangements" or "non-Rule 10b5-1 trading arrangements" (each as defined in Item 408 of Regulation S-K).

ITEM 6. EXHIBITS

The following exhibits are either filed or furnished herewith or, if so indicated, incorporated by reference to the documents indicated in parentheses, which have previously been filed or furnished with the Securities and Exchange Commission.

Exhibit Number	Description
10.1	Form of Separation Agreement and General Release by and between Ryan Bennett and Vail Resorts, Inc. dated October 12, 2023.
10.2*	Vail Resorts, Inc. Management Incentive Plan (amended September 13, 2023).
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document - the instance document does not appear in the interactive data file as its XBRL tags are embedded within the inline XBRL document.
101.SCH	XBRL Schema Document.
101.CAL	XBRL Calculation Linkbase Document.
101.DEF	XBRL Definition Linkbase Document.
101.LAB	XBRL Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
104	The cover page from this Quarterly Report on Form 10-Q, formatted in inline XBRL.

*Management contracts and compensatory plans and arrangements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Vail Resorts, Inc.

Date: December 7, 2023

By: _____
/s/ Angela A. Korch
Angela A. Korch
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: December 7, 2023

By: _____
/s/ Nathan Gronberg
Nathan Gronberg
Vice President, Controller and
Chief Accounting Officer
(Principal Accounting Officer)

VAIL RESORTS®

EXPERIENCE OF A LIFETIME™

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN REDACTED PURSUANT TO ITEM 601(A)(6) OF REGULATION S-K AND, WHERE APPLICABLE, HAVE BEEN MARKED WITH [***] TO INDICATE WHERE REDACTIONS HAVE BEEN MADE. THE MARKED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT CONTAINS INFORMATION THAT IF DISCLOSED WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF PERSONAL PRIVACY.

October 12, 2023

Ryan Bennett

[***]

[***]

Re: Separation from Employment – Severance Agreement and General Release

Dear Ryan:

This Severance Agreement and General Release (“Letter Agreement”) confirms our discussion concerning the separation of your employment as Chief Marketing Officer, Grade 33, for The Vail Corporation d/b/a Vail Resorts Management Company, together with its affiliates, shareholders, directors, officers, employees, representatives, predecessors, successors, and assigns (the “Company”). This Letter Agreement sets forth the separation benefits you will be eligible for if you sign, do not revoke, and comply with the terms and conditions set forth in this Letter Agreement no later than November 2, 2023.

1. Separation Date: Your last day as an employee of the Company will be October 20, 2023, which will be referred to as your “Separation Date.” On your Separation Date, you will be provided a check in the amount of your compensation through your Separation Date, which you acknowledge is all regular compensation owed to you by the Company.
2. Continuing Job Duties: You are expected to continue to work productively and professionally performing your current job duties through the Separation Date, unless I direct or agree otherwise. Nothing herein is intended to change your employment status from that as an “at- will” employee, and your right to remain employed through the Separation Date and to receive the Separation Benefits described below are contingent upon your continued performance of your job duties in a positive and professional manner.

Following the Separation Date, you will no longer perform services as an employee of the Company and you will cease to be eligible to participate in benefit plans for active employees of the Company. You acknowledge that, as of the Separation Date, you have no entitlement to continued pay or benefits except as provided in this Letter Agreement.

Additionally, the employment relationship between you and the Company will terminate on the Separation Date. This Letter Agreement constitutes your resignation from all officer, director and employee positions with the Company, in each case effective on the Separation Date. You and the Company acknowledge that, following the Separation Date, you shall not be considered an officer, director or employee of the Company.

3. Return of Property. You must return all Company property including, but not limited to, credit, identification and similar cards, keys and documents, books, records, documents, files, software, instruction manuals, laptop computers, cellular telephones, PDA and office equipment. The reconciliation of any personal or business-related balances on Company credit card accounts, if any, as well as the return of all Company property, are express conditions to your receiving the Separation Benefits described below.
4. Separation Benefits: In consideration for your execution of this Letter Agreement, which includes a full and final release of any claims against the Company and Releasees (as defined below), and consistent with the Company's Executive Severance Policy, provided you have complied with all of the requirements in this Letter Agreement and you have not revoked this Letter Agreement (as further explained in Section 17 below), the Company is willing to provide you with the following Separation Benefits:
 - a. Severance payment: a payment in the amount of \$486,943, equivalent to 52 weeks of pay based on your annualized base salary of \$486,943 ("Severance Payment"). A check for the Severance Payment will be issued and mailed to the address noted above, less applicable deductions and withholding, in a lump sum no later than fifteen (15) days following your Separation Date or Effective Date (as defined below in Section 16), whichever is later.
 - b. Transition support: executive transition coaching services of Scherer Executive Advisors, to begin within three months following your execution of this Letter Agreement.
 - c. COBRA: if you timely elect continuation coverage under COBRA and provide proof of same, a payment in the amount of \$16,827.06, which is equal to the cost of COBRA coverage for six months based on your current elections. A check for this COBRA payment will be issued and mailed to the address noted above, less applicable deductions and withholding, in a lump sum no later than ten (10) days following your Separation Date or the Effective Date (as defined below in Section 16) of this Letter Agreement, whichever is later.
 - d. Current season ski passes: ski passes and coupons are deactivated upon separation.

You agree and acknowledge that you have received all wages, compensation, benefits, or other payments due to you from the Company. You further agree and acknowledge that the Separation Benefits described in this paragraph exceed any earned wages or anything else of value otherwise owed to you by the Company. Additionally, you agree and acknowledge that the Severance Payment represents the full amount to which you are entitled under the Company's Executive Severance Policy and you are not entitled to any other severance benefits.

5. Employee Benefits:

You understand and acknowledge that the following may be true regardless of whether the parties execute this Letter Agreement:

- a. Health Coverage: You will be able to continue your enrollment in the Company's Health, Dental and Vision Plans after the last day of the month of your separation under the provisions of COBRA. Enrollment documents will be mailed to you. Your entitlement to continuing coverage is conditioned upon your timely submission of COBRA election forms and remittance of applicable premiums on a timely basis.
 - b. 401(k) and Other Benefits: Your entitlement to make contributions to the 401(k) Plan will end as of your Separation Date. However, following your Separation Date, you may retain your accounts in the Plan in accordance with the provisions of the Plan document. Your entitlement to Short Term Disability and Long Term Disability plan coverage will end as of your Separation Date. Your participation in Company- sponsored LIFE or ADD insurance programs, executive perquisite programs (except as otherwise provided by this Letter Agreement) and any other compensation or benefit plan, program or arrangements maintained or contributed to by the Company will end as of your Separation Date. Other than as expressly set forth in this Letter Agreement, you will have no rights to future benefits under any employee benefit plan or arrangement of the Company following the Separation Date, except to the extent such benefits have been earned and accrued as of the Separation Date.
 - c. Equity Grants: Any stock options, restricted stock or other equity-based compensation awards held by you that are not vested as of your Separation Date will be immediately cancelled and forfeited. You may retain any restricted stock units that have vested through your Separation Date. You must exercise any other outstanding equity awards vested as of your Separation Date within the time frames and in the manner set out in the plan documents applicable to such awards. No further vesting of any outstanding awards will occur after your Separation Date.
6. Release: In return for the consideration and other promises by the Company described in this Letter Agreement, you for yourself and your representatives, heirs, successors, and assigns, hereby release and discharge the Company, and any predecessor, successor, parent, affiliate, or subsidiary company of the Company and/or Vail Resorts, Inc. (the "Companies"), their present and former officers, directors, shareholders, employees, agents, representatives, legal

representatives, accountants, successors, and assigns (collectively "Releasees"), from all claims, demands, and actions of any nature, known or unknown, that you may have against Releasees, including, but not limited to, claims that in any manner relate to, arise out of or involve any aspect of your employment with the Company, and the termination of that employment, including, but not limited to, any rights or claims under the Colorado Anti-Discrimination Act, Colo. Rev. Stat. §24-34-401, et seq.; the Lawful Off-Duty Activities Statute (LODA); the Personnel Files Employee Inspection Right Statute; the Colorado Labor Peace Act; the Colorado Labor Relations Act; the Colorado Equal Pay Act; the Colorado Minimum Wage Order; the Colorado Genetic Information Non-Disclosure Act; the Federal Family and Medical Leave Act, 29 U.S.C. §2601 et seq.; Federal Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., including the Older Workers Benefit Protection Act; the Americans with Disabilities Act, 42 U.S.C. §12101, et seq.; Federal Civil Rights Act of 1964, as amended, 42 U.S.C., §2000e, et seq.; Federal Vocational Rehabilitation Act, 29 U.S.C. §701, et seq.; Federal Americans with Disabilities Act, 42 U.S.C. §12101, et seq.; Executive Order 11246; the Civil Rights Act of 1866, as reenacted, 42 U.S.C. §1981, 1982, 1983 and 1985; the Fair Labor Standards Act, 29 U.S.C. §201, et seq.; the National Labor Relations Act, as amended, 29 U.S.C. §141, et seq.; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et. seq; the Sarbanes-Oxley Act of 2002, 18 U.S.C. §800 et seq., and any and all other municipal, state, and/or federal statutory, executive order, or constitutional provisions pertaining to an employment relationship. This release and waiver also specifically includes, without limitation, any claims in the nature of tort or contract claims, including specifically any claim of wrongful discharge, breach of contract, promissory estoppel, intentional or negligent infliction of emotional distress, interference with contract, libel, slander, breach of covenant of good faith and fair dealing, or other such claims, including, but not limited to, those arising out of or involving any aspect of your employment and the termination of your employment with the Company. This release also includes any and all claims seeking payment or reimbursement of attorneys' fees, costs, and any and all other expenses related to the claims released herein.

- a. Claims Not Released: This release and waiver shall not apply to: (i) any rights that, by law, may not be waived; (ii) rights and claims that arise from acts or events occurring after the execution of this Letter Agreement; (iii) claims with respect to your accrued benefits, as of the Separation Date, under Vail Resorts' 401(k) Plan or other benefit plans which will be as set forth in the applicable plan documents, or any conversion or continuation right you may have under any other Company employee benefit plan which will be as set forth in the applicable plan document and shall be at your sole expense; (iv) rights to indemnification or advancement of expenses under the Articles of Incorporation or Bylaws of the Company or under Section 145 of the General Corporation Law of Delaware; (v) claims for breach by the Company of this Letter Agreement; (vi) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes.
- b. Governmental Agencies: This Letter Agreement also does not prevent, limit or otherwise affect your right to file a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before the

Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board (“NLRB”), the Occupational Safety and Health Administration (“OSHA”), the Securities and Exchange Commission (“SEC”), the United States Department of Justice, or any other federal, state, or local government agency or commission (“Government Agency”), or making other disclosures that are protected under the whistleblower provisions of United States federal, state or local law or regulation. However, to the maximum extent permitted by law, you agree that if such an administrative claim is made, you shall not be entitled to recover any individual monetary relief or other individual remedies; provided, however, that this waiver is not intended to prohibit the provision of information to the SEC (or other Government Agency) or the receipt of any monetary award authorized by Section 21F-17 of Dodd Frank.

- c. Protected Rights: You acknowledge and understand that nothing contained in this Letter Agreement limits your ability to file a complaint or communicate with a Government Agency, or otherwise participate in any investigation or proceeding that may be conducted by a Government Agency, including providing documents or other information, regarding potential violations of federal securities laws. You understand and acknowledge that you do not need the prior authorization of the Company to make any such reports or disclosures and that you are not required to notify the Company that you have made such reports or disclosures. Further, this Letter Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Letter Agreement also does not limit your right to receive an award for information provided to the SEC.
- d. Covenants: Also, you agree and covenant not to file any claims against Releasees, with regard to any claim, demand, liability or obligation arising out of your employment with the Company or termination therefrom. You further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to your employment with the Company. If any agency, board or court assumes jurisdiction of any action against the Releasees arising out of your employment or any acts related to your employment with the Company occurring prior to the Separation Date, you will, to the greatest extent permitted by law, direct that agency, board or court to withdraw or dismiss the matter, with prejudice, and will execute any necessary paperwork to effect the withdrawal or dismissal, with prejudice. You also represent and warrant that you have not assigned or transferred, or purported to assign or transfer, to any person, firm, corporation, association, or entity whatsoever any of the released claims; and acknowledges that you cannot and will not attempt to do so.
- e. Class and Collective Waiver: If any claim is not subject to release pursuant to this Letter Agreement, to the fullest extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in

any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Company or any other Releasee identified in this Letter Agreement is a party.

SUMMARY OF RELEASE AND WAIVER OF CLAIMS: Please read the immediately preceding paragraphs carefully and have them explained to you by your attorney. In general summary, but without limiting that Section, what the Section says and what you agree to do by executing this Letter Agreement is to give up your right to pursue any legal claim which you might have against the Company or Companies, The Vail Corporation, Vail Resorts, Inc., and other affiliated companies, their agents, shareholders, officers, directors and/or employees. It applies whether or not you are aware of the claims. It applies to claims that arose (meaning the important facts and occurrences which create or support the claim happened) at any time up to and including the time of your execution of this Letter Agreement. It does not apply to any claims that might arise (meaning that the important facts or occurrences that create or support the claim happen) after the date of execution of this Letter Agreement or claims arising under the Company's Health and 401(k) Plans. As stated above, the release and waiver includes, but is not limited to, any and all claims arising from your employment or the termination of your employment with the Company. Such claims would include claims of employment discrimination, wrongful discharge and claims arising under any federal, state, and local laws, including, but not limited to, those listed by name above. Once you have entered into this Letter Agreement, you will have agreed not to seek to bring those claims in a court or other forum at any time in the future. In effect, you are exchanging your right to bring or pursue such claims, whether they are worth anything or not, for the actions to be taken for your benefit by the Company and other promises in this Letter Agreement.

7. Protecting Trade Secret and Confidential Information:

- a. Confidential Information: The Company has developed, compiled and owns certain proprietary techniques and confidential information that have great value in its business. This information includes, but is not limited to, any and all information (in any medium, including but not limited to, written documents and electronic files) concerning unpublished financial data, financial projections, terms of transactions under consideration, plans or drawings, lease terms, marketing and sales data, budgets, product and product development information, client and customer lists, prospect lists, rates and preferences, employee lists, equipment programs, contracts, licensing agreements, processes, formulas, trade secrets, inventions, discoveries, improvements, data, know-how, formats, marketing plans, business plans, strategies, forecasts, and supplier and vendor identities, characteristics and agreements ("Confidential Information"). In addition, without in any way limiting the foregoing, Confidential Information is to be broadly defined.
- b. Exclusions: Confidential Information does not include (i) any information that is generally available to the public or hereafter becomes available to the public not through your fault; (ii) information that is or becomes known in the industry not

through your fault; (iii) information that is received from a third party outside of the Company which to your knowledge is not a violation of a confidentiality agreement with the Company; or (iv) general industry skills, knowledge and experience.

- c. Access and Use: You acknowledge that by virtue of your executive leadership position with the Company, you have had extensive access to and use of Confidential Information and that you acquired substantial information concerning the business of the Company and its predecessors, parents, subsidiaries and affiliates, shareholders, directors, officers, employees, agents, and representatives, all of which is deemed to be proprietary, confidential and/or trade secret.
- d. Covenants: You thus agree that at all times after your employment with the Company ends, you will (i) immediately return to the Company all Confidential Information within your possession, custody, or control; (ii) hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of the Company or its clients and customers; (iii) not cause the transmission, removal or transport of Confidential Information of the Company or its clients and customers; and (iv) not publish, disclose, or otherwise disseminate Confidential Information of the Company or its clients or customers. Except as provided elsewhere in this Letter Agreement, you also affirm that you have not divulged any Confidential Information and will continue to maintain the confidentiality of such information consistent with your separate agreement(s) with the Company regarding trade secrets and confidentiality, which is/are incorporated herein by reference.
- e. Specific Enforcement/Injunctive Relief: As further explained in Section 13, you acknowledge it would be difficult to measure any damages to the Company from a breach of this Section 7. You further acknowledge that the potential for such damages would be great, incalculable and irremediable, and that monetary damages alone would be an inadequate remedy. Accordingly, you agree that the Company shall be entitled to seek immediate injunctive relief against such breach, or threatened breach without the need to post bond. You acknowledge that the remedies described above shall not be the exclusive remedies, and the Company may seek any other remedy available to it either in law or in equity, including, by way of example only, statutory remedies for misappropriation of trade secrets, and including the recovery of compensatory or punitive damages. You further agree that the Company shall be entitled to an award of all costs and attorneys' fees incurred by it if successful in establishing a violation of this Letter Agreement.
- f. Defend Trade Secrets Act Notice: Under the federal Defend Trade Secrets Act of 2016, you are immunized and will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to your attorney in relation to a lawsuit for retaliation against you for reporting a suspected violation of law; or

(c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. Personal Property: With Company authorization, if not already done, you agree to remove all of your personal property from the office by no later than the Separation Date, and that you shall not return to the office after the Separation Date other than as may be approved in advance in writing by the Company. You agree to return all materials of the Company that may have been issued to you, including, but not limited to, keys, written or electronic Confidential Information, and credit cards, and to promptly file any outstanding final expense report. Subject to compliance with your obligations herein with respect to the use and disclosure of Confidential Information, you will be entitled to make a copy of your electronic rolodex (or contact files in Outlook) and schedule.
9. Nondisparagement: To the extent permitted by law, you agree to refrain from disparaging the Company, the Companies, the Board of Directors of Vail Resorts, Inc., or the officers, directors, stockholders, or employees of any of the Companies, the Companies' business strategies, practices, plans, and projects. For the avoidance of doubt, nothing in this Section 9, Section 7(d) above, Sections 11 and 12 below, or this Letter Agreement limits your ability to disclose or discuss, either orally or in writing, any alleged discriminatory or unfair employment practice, or in any way restricts or impedes you from exercising protected rights, including rights under the National Labor Relations Act or the federal securities laws. Further, this Letter Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing non-privileged documents or other information, without notice to the Company. References to prospective employers will be provided upon your request. Reference requests should be referred to the Company's Human Resources department, which will confirm your service date(s) and job title.
10. No Admission of Wrongdoing: The entry into this Letter Agreement by the parties is not and may not be construed to be an admission of any act, practice or policy by the Company or any of the Companies, in violation of any statute, common law duty, constitution, or administrative rule or regulation. Further, this Letter Agreement may not constitute evidence of any such proscribed or wrongful act, practice or policy by the Company or any of the Companies.
11. Agreement Not Admissible: To the extent permitted by law, you and the Company agree that this Letter Agreement may not be tendered or admissible as evidence in any proceeding by either of us for any purpose, except that this Letter Agreement may be offered as evidence in a proceeding involving one or both of us, in which this Letter Agreement or any part of this Letter Agreement, an alleged breach of this Letter Agreement, the enforcement of this Letter Agreement, and/or the validity of any term of this Letter Agreement is at issue.
12. Agreement to Be Kept Confidential: Except as provided elsewhere in this Letter Agreement, you confirm that you have not disclosed and agree that you will forever refrain from disclosing to any person or entity the terms and conditions of this Letter Agreement. You

may, however, disclose this Letter Agreement to your spouse or significant other, legal counsel and tax advisor, as necessary, provided that they are instructed, and agree, not to disclose the terms and conditions to anyone or as required by law or as ordered by a court. You also agree that if your spouse or significant other breaches this confidentiality provision it shall be as if you yourself breached the provision and you shall be liable for all ensuing damages as if you yourself had breached this provision. You also agree that the Company is not obligated to keep this Letter Agreement confidential and may elect in its sole discretion to disclose it, including by attaching a copy to its quarterly report on Form 10-Q, its annual report on Form 10-K, or any other public filing made in association with the Company's securities.

13. Acknowledgment: You acknowledge and agree that the restrictions and obligations contained in this Letter Agreement are reasonable and necessary to protect and preserve the legitimate interests, properties, goodwill and business of the Company, that the Company would not have entered into this Letter Agreement in the absence of such restrictions and that irreparable injury will be suffered by the Company should you breach any such provisions. You further acknowledge and agree that a breach of any of such restrictions and obligations cannot be adequately compensated by monetary damages. You agree that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of such restrictions, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. In the event that any of such restrictions should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, it is the intention of the parties that the provision shall be amended to the extent of the maximum time, geographic, service, or other limitations permitted by applicable law, that such amendment shall apply only within the jurisdiction of the court that made such adjudication and that the provision otherwise be enforced to the maximum extent permitted by law.

14. Affirmations:

- a. No Claims: You affirm that you have not filed, caused to be filed, or presently are a party to any claim against any of the Releasees. You agree you will not, directly or indirectly, in the future file any claim based on matters released herein against the Releasees, with any court or in any proceeding; nor will you, directly or indirectly, file any claim seeking individual relief with any local, state or federal governmental agency, with the exception of any claims that cannot be released as a matter of law or public policy. For the avoidance of doubt, nothing in this Section limits your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing non-privileged documents or other information, without notice to the Company.

- b. Pay Received: You also affirm that you have been paid and/or has received from the Company or its agents any and all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date you sign this Letter Agreement.
- c. Leave Granted: You agree that you have been granted any leave to which you were entitled under the Family and Medical Leave Act or state or local leave or disability accommodation laws.
- d. No Injuries or Expenses: You agree that you have no known workplace injuries or occupational diseases, nor are you aware of any facts supporting any claim against, the Releasees under which the Releasees could be liable for medical expenses incurred by you before or after the execution of this Letter Agreement.
- e. No Retaliation: You further affirm that you have not been retaliated against for reporting any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud.
- f. No Discrimination: You affirm that all of the Company's decisions regarding your pay and benefits through the date of your execution of this Letter Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

15. Enforceability of Release:

- a. The Company advises and encourages you to consult an attorney before signing this Letter Agreement, and you acknowledge that you have had a full and fair opportunity to consult with an attorney of your choice before signing this Letter Agreement, and to discuss with such attorney all issues relevant to you, including the potential application of Section 409A (as defined in Section 18 below).
- b. You acknowledge the adequacy and sufficiency of the consideration outlined in this Letter Agreement for your promises set forth in this Letter Agreement. The Separation Benefits that we have offered to provide to you are not items that the Company is obligated to provide pursuant to any separation plan or policy. You are estopped from raising and hereby expressly waive any defense regarding the receipt and/or legal sufficiency of the consideration provided under this Letter Agreement.

16. Waiver of Rights under the Age Discrimination in Employment Act and Older Workers Benefit Protection Act of 1990: You specifically understand and acknowledge that because you are at least forty (40) years of age, the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), provides you the right to bring a claim against the Company if you believe that you have been discriminated against on the basis of age.

- a. Employee Rights: You hereby acknowledge and represent that, in accordance with the ADEA, your execution of this Letter Agreement is voluntary and knowing; this

Letter Agreement has been written in a manner that is easy to understand and you understand the Letter Agreement; you have received a written copy of this Letter Agreement; that the Company has advised you in writing to consult with an attorney prior to executing this Letter Agreement; that you have had the opportunity to ask any questions that you may have of legal or other personal advisors of your choosing; that you have had at least twenty-one (21) days to review and consider this Letter Agreement; and that you have received valuable and good consideration to which the you are otherwise not entitled in exchange for your execution of this Letter Agreement.

- b. Voluntary and Knowing Waiver: You understand the rights afforded to you under the ADEA and agrees that you will not file any claim or action against the Company or any of the Releasees based on any alleged violations of the ADEA. You hereby knowingly and voluntarily waive any right to assert a claim for relief under the ADEA, including but not limited to back pay, front pay, attorneys' fees, damages, reinstatement or injunctive relief. Notwithstanding the foregoing, you do not waive any ADEA claim that may arise after this Letter Agreement is executed, and nothing in this Letter Agreement prevents or precludes you from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.
 - c. Consideration Period: You understand and acknowledge that the ADEA requires the Company to provide you with at least twenty-one (21) calendar days to consider this Letter Agreement ("Consideration Period") prior to its execution. You acknowledge that you were provided with the required Consideration Period and hereby knowingly and voluntarily, after the opportunity to consult with an attorney, either has used the Consideration Period or waives the remainder of the Consideration Period by executing this Letter Agreement.
 - d. Revocation Period: You understand you are entitled to revoke this Letter Agreement at any time during the seven (7) days following your execution of this Letter Agreement. This Letter Agreement shall not become effective or enforceable until the eighth (8th) day after you sign this Letter Agreement without having revoked it (the "Effective Date"). You also understand that any revocation of this Letter Agreement must be in writing and delivered to the attention of to the Lynanne Kunkel, EVP, Chief HR Resources Officer, at ljkunkel@vailresorts.com, prior to the expiration of the Revocation Period. In the event that you revoke the Letter Agreement, the Company shall have no obligations under the Letter Agreement, no amounts will be payable under this Letter Agreement, and this Letter Agreement shall be voided in its entirety and of no further force or effect.
17. Amendment: There may be no modification of this Letter Agreement, except in writing, executed by both you and the Company with the same formalities as this Letter Agreement.

18. Section 409A: This Letter Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”) or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Letter Agreement, payments provided under this Letter Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Letter Agreement that may be excluded from Section 409A (as separation pay due to an involuntary separation from service, a short-term deferral, or a settlement payment pursuant to a bona fide legal dispute, etc.) shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Letter Agreement shall be treated as a separate payment. Any payments to be made under this Letter Agreement upon a termination of employment shall only be made upon a “separation from service” under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Letter Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.
19. Taxes: In accordance with the terms of the Separation Benefits, the parties agree to make all necessary and usual reports to the Internal Revenue Service, state taxing authorities, and any similar agencies and to perform all withholdings normally applicable to the type and amount of payment you are to receive as a result of this Letter Agreement. You understand and agree that any and all federal, state or local tax liability that may be due or become due because of the Separation Benefits is your sole responsibility, and that you will pay any such taxes that may be due or become due, and you agree to bear all tax consequences, if any, attendant upon the payment of the above-recited sums. You further agree to indemnify, defend, and hold the Company harmless from, any actions, proceedings, claims, judgments, settlements, and/or demands for the payment of any taxes, interest, penalties, levies, or assessments applicable to the Separation Benefits under this Letter Agreement. The Company makes no representation as to the taxability of the amounts paid to you.
20. Indemnification: Each of us agrees to indemnify the other for any costs, losses, damages, or expenses, including attorney fees, which arise from a breach of this Letter Agreement.
21. Governing Law/Arbitration: Any controversy or claim arising out of, or relating to, this Letter Agreement, or its breach, will be governed by the laws of the State of Colorado and will be resolved by final and binding arbitration in Denver, Colorado, in accordance with the American Arbitration Association’s (“AAA”) Employment Arbitration Rules and Mediation Procedures, as amended, but excluding application of the Supplementary Rules for Class Arbitrations effective as of October 10, 2003 and judgment on the award rendered may be entered in any court having jurisdiction.
22. Complete Agreement: Except as otherwise provided herein, this Letter Agreement represents the entire agreement between you and the Company concerning the subject matter herein,

and it supersedes all prior agreements or understandings, written or oral. This Letter Agreement is binding upon the heirs, successors, and assigns of both you and the Company.

23. **Severability:** The terms of this Letter Agreement are severable. If any part of this Letter Agreement is determined to be illegal, invalid or unenforceable, the remaining parts shall not be affected thereby and the illegal, unenforceable or invalid part(s) shall be deemed not to be part of this Letter Agreement. The parties further agree that any such void or unenforceable provision(s) of this Letter Agreement may be replaced with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, or other purposes of the unenforceable provision(s).
24. **Construction:** The language in all parts of this Letter Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. You and the Company each acknowledge the opportunity to be represented by counsel in connection with this Letter Agreement and the matters contemplated by this Letter Agreement, and that, accordingly, no part of this Letter Agreement should be construed against either party on the basis of authorship.
25. **Attorneys' Fees:** Each party shall bear its own attorneys' fees in the preparation and review of this Letter Agreement. Should action be brought to enforce any term of this Letter Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

If these terms are acceptable, please indicate your acceptance by completing the DocuSign process (issued via separate email) to sign and return this Agreement no earlier than October 20, 2023 and no later than November 11, 2023.

Sincerely,

/s/ Kirsten Lynch Dated: Oct-18-2023

Kirsten Lynch
Chief Executive Officer
Vail Resorts Management Company

I have read and understand the Severance Agreement and General Release set forth above. I accept the consideration stated above and agree to be bound by the terms of this agreement.

/s/ Ryan Bennett Dated: Oct-23-2023

Ryan Bennett

VAIL RESORTS[®]

Management Incentive Plan
(amended September 13, 2023)

Grades 33 & Above

Objective

The purpose of the Management Incentive Plan (the “Plan”) is to reinforce individual employee behaviors that contribute to the mission, values, growth and profitability of Vail Resorts, Inc. and its wholly owned subsidiaries (collectively, the “Company”) by:

Rewarding and recognizing performance in one or more of the following areas:

- **Financial** - Financial results at the end of the fiscal year are compared to EBITDA targets determined at the beginning of the fiscal year. EBITDA (Earnings before Interest, Taxes and Depreciation and Amortization excluding stock-based compensation) results are consolidated into various divisions of the Company and are defined in the funding section below.
- **Individual Employee Performance** - Includes adherence to the Company’s mission and values.

Effective Dates

The Plan is effective and will remain in effect until amended or terminated. The Plan Year will run concurrently with the fiscal year under which the employee is governed.

Eligibility

All full-time employees of the Company at grade levels 33 and above during the measurement period as identified in the Company’s compensation grade structures are eligible to participate in the Plan.

Target Percentages

The target bonus percentages for employees are determined by the Compensation Committee in its sole discretion on a yearly basis by the end of the first quarter of each fiscal year and while the attainment of EBITDA performance targets are substantially uncertain.

Target Incentives

Each eligible employee’s target bonus incentive is calculated based on the target bonus percentage of his or her annual salary as of the last day of the measurement period the employee was classified in a Grade 33 or above position, except where proration rules apply as defined in the Proration sections.

Funding

The funding at the end of the fiscal year is based on the final EBITDA results of the Company’s business divisions and the eligible employee’s incentive target amounts as determined by the Compensation Committee and as defined in Exhibit A and B.

EBITDA Results for the Company are based on overall Vail Resorts EBITDA which includes all Mountain resorts, Lodging divisions and Retail divisions combined.

For all Vail Resorts Executives, the Plan is 100% funded based on Resort EBITDA.

The maximum amount that may be earned as an award under the Plan for any Plan year by any one eligible employee shall be \$4,000,000.

Funding Variable

At each fiscal year-end, the funding will be based on the percentage of EBITDA target achieved. The schedule attached hereto as Exhibit A is used to determine the percent of the target incentive funded by overall Vail Resorts EBITDA performance. The Compensation Committee will establish the Resort EBITDA performance targets and corresponding funding levels and may amend Exhibit A by the end of the first quarter of each fiscal year and while the attainment of such goals is substantially uncertain. EBITDA results are rounded to the nearest whole percentage using simple rounding.

Individual Performance Rating Variable

For all employees excluding the Chief Executive Officer, the target incentive will be influenced based on individual performance. The Chief Executive Officer's total bonus will be equal to, and based solely on, the funded target incentive amount.

Individual performance for all employees participating in the Plan will be determined through the applicable fiscal year performance review process, which will be determined by the Chief Executive Officer. With the exception of promoted employees, the final performance score will determine the incentive payment with higher performing employees receiving larger rewards than their lower performing peers. For those employees promoted into a higher-level position, any applicable incentive payments will be calculated by applying the Achieves Expectations performance variable to the incentive target for the new position.

Example Payout

- Grade 33 employee
- \$200,000 annual salary
- Target incentive % = 42.5%
- Target incentive \$ = \$200,000 x 42.5% = \$85,000
- Resort EBITDA results are at 101% of target
- Resort EBITDA funding = 107.5%

Accordingly, with the above, the funded incentive = 107.5% x 85,000 = \$91,375.

The above employee receives an individual performance rating of "Achieves Expectations."

- "Achieves Expectations" = 100% of funded incentive
- \$91,375 x 100% = \$91,375 payout.

Individual performance can multiply the incentive payout by 0% to 130% of the target amount as displayed in Exhibit B.

Proration for New Hires

An employee hired into a position eligible for this Plan will receive a prorated incentive for the Plan Year based on the hire date and following schedule. Anyone hired after April 30 will not be eligible to receive an award for that fiscal year, except at the sole discretion of the CEO.

Month of Hire	Prorate %
<i>August, September, October</i>	100%
<i>November, December, January</i>	67%
<i>February, March, April</i>	33%
<i>May, June, July</i>	0%

Proration for Internal Promotions

The proration calculation for employees who have been promoted into a Plan eligible position will be based on number of days in each role and performance rating earned in each position. For the purposes of this Plan, a promotion is defined as position change resulting in an increase in grade assignment and individual bonus target percentage.

Example of Prorated Bonus due to Promotion

Grade	Base Salary	Target %	Target \$	Funding %	Performance Variable	# of Rounded Months	Prorated Payout
33 SVP	\$250,000	42.5%	\$106,250	100%	100%	92	\$26,781
32 VP	\$225,000	35.0%	\$78,750	100%	100%	273	\$58,901
Final Amount							\$85,682

Pro-Ration for Leave of Absence

Employees who have a paid or unpaid leave of absence (not including vacation) that lasts more than 30 continuous days during the Plan Year will receive a prorated payment, unless required otherwise by applicable law or authorized in the sole discretion of the CEO. The proration will account for any time on leave beyond 30 continuous days. Employees who take a leave of absence lasting 30 or fewer continuous calendar days will not have their payment prorated. For example, an employee who takes a 28-day unpaid leave of absence will receive the same payment they would have had they not taken a leave of absence. An employee who takes a 60-day paid leave of absence will only have the last 30 days of their leave of absence prorated, resulting in a payment of about 11/12s of their full award.

Plan Payouts

Individual incentive determinations calculated in accordance with the terms of this Plan will be paid in cash or pursuant to equity awards granted under the Company's equity compensation plan, or a combination thereof, at the discretion of the Compensation Committee, minus applicable deductions and withholding as required by law, by the close of the first quarter following the previous fiscal year end. Payouts will be rounded to the nearest whole dollar amount.

Termination of Employment

Incentive payments under the Plan do not vest until the date Plan payments are made. To be eligible to receive a payment, a participant must be employed by the Company on the date Plan payments are made. Employees whose employment ends prior to the payment date under the Plan for any fiscal year will not be eligible, subject to the discretion of the Compensation Committee. However, if an otherwise eligible employee is not employed as of the date of the payout under the Plan due to death or long-term disability under the Company long-term disability plan, such employee, if he or she would have otherwise received a payout under the Plan but for his or her death or disability, shall be entitled to receive a pro-rated payment for the portion of the fiscal year the employee was actively employed.

If an employee terminates employment and is subsequently rehired, eligibility under this Plan restarts with the employee's rehire date.

Material Restatement of Financial Results

In the event that the Board determines there has been a material restatement of publicly issued financial results from those previously issued to the public, the Board will review all incentive payments made to executive officers on the basis of having met or exceeded specific performance targets and, if such payments would have been lower had they been calculated based on such restated results, the Board will, to the extent permitted by governing law, seek to recoup for the benefit of our company such payments made in excess of the amount that would have been paid based on the restated results. This will apply to all incentive payments made during the three-year period prior to the restatement, beginning with payments earned for the 2012 fiscal year. For purposes of this policy, the term "executive officers" has the meaning given in Rule 3b-7 under the Securities Exchange Act of 1934, as amended, and the term "incentive payments" means bonuses and awards under the Plan.

Plan Administration, Modification and Discontinuance

This Plan is administered by the Compensation Committee. The Compensation Committee has authority to interpret the Plan and to make, amend, or nullify any rules and procedures deemed necessary for proper Plan administration, including, but not limited to, performance targets, results and extraordinary events. The EBITDA performance targets and corresponding funding levels shall be adjusted for acquisitions, divestitures, or board imposed unbudgeted expenses in the discretion of the Compensation Committee.

Notwithstanding the foregoing, no Plan payouts will be made until and unless the Compensation Committee has certified that the performance goals and all other material terms have been satisfied. The Compensation Committee has the sole discretion to modify the application of this Plan.

Continued Employment

The Plan is not intended to and does not give any employee the right to continued employment with the Company. The Plan does not create a contract of employment with any employee and does not alter the at-will nature of employee's employment with the Company.

Exhibit A

EBITDA Funding Matrix*

(*Actual funding percentages round to one-hundredth of one percent for achievement percentage and funding percentage)

Percent of the EBITDA Target Obtained for the Division	Percent of Incentive Target Funded-Grade 33+
<80%	0.00%
80%	15.00%
81%	16.00%
82%	17.00%
83%	18.00%
84%	19.00%
85%	20.00%
86%	21.00%
87%	22.00%
88%	23.00%
89%	24.00%
90%	25.00%
91%	30.00%
92%	35.00%
93%	40.00%
94%	45.00%
95%	50.00%
96%	60.00%
97%	70.00%
98%	80.00%
99%	90.00%
100%	100.00%
101%	107.50%
102%	115.00%
103%	122.50%
104%	130.00%
105%	137.50%
106%	145.00%
107%	152.50%
108%	160.00%
109%	167.50%
110%	175.00%
111%	177.50%

Percent of the EBITDA Target Obtained for the Division	Percent of Incentive Target Funded- Grade 33+
112%	180.00%
113%	182.50%
114%	185.00%
115%	187.50%
116%	190.00%
117%	192.50%
118%	195.00%
119%	197.50%
>=120%	200.00%

Exhibit B

Performance Rating Variable

The following table illustrates how an individual's performance rating will apply to the calculation of the overall Management Incentive Plan Payout.

Performance Rating Chart	
Performance Rating	% Incentive Influenced
Greatly Exceeds Expectations	130%
Exceeds Expectations	120%
Achieves Expectations	100%
Meets Most Expectations	50%
Meets Some Expectations	0%

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Kirsten A. Lynch, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vail Resorts, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 7, 2023

/s/ KIRSTEN A. LYNCH

Kirsten A. Lynch
Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Angela A. Korch, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vail Resorts, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 7, 2023

/s/ ANGELA A. KORCH

Angela A. Korch
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
AND THE CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT
TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned hereby certifies in their capacity as an officer of Vail Resorts, Inc. (the "Company") that the Company's Quarterly Report on Form 10-Q for the quarter ended October 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Report fairly presents, in all material respects, the financial condition and the results of operations of the Company at the end of and for the periods covered by such Report.

Date: December 7, 2023

/s/ KIRSTEN A. LYNCH

Kirsten A. Lynch
Chief Executive Officer

Date: December 7, 2023

/s/ ANGELA A. KORCH

Angela A. Korch
Executive Vice President and Chief Financial Officer

This certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, is not a part of the Form 10-Q to which it refers, and is, to the extent permitted by law, provided by each of the above signatories to the extent of his respective knowledge. This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Vail Resorts, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing. A signed original of this written statement required by Section 906 has been provided to Vail Resorts, Inc. and will be furnished to the Securities and Exchange Commission or its staff upon request.