

EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT - PARTICIPANT

(Please Read Carefully!)

WARNING: Competitive ski and snowboard training and racing offers more challenges than regular skiing and riding. The racer will be continuously challenged and such challenges are inherent while practicing for and participating in competitive ski and snowboard events. I acknowledge the enhanced risk of serious injury and death arising from these activities.

All forms of alpine activities are hazardous with many inherent risks requiring the deliberate control and good judgment of the participant. Falls and injuries are a common occurrence of all alpine activities, including these races. I agree that these inherent risks include but are not limited to these challenges, plus changing weather, visibility and surface and sub-surface conditions, such as ice, bare spots, rocks, roots, stumps, trees, ruts, bumps, and debris; collisions with man-made objects such as lift towers, fences, signs, posts, lift mazes, hydrants and pipes, power poles, race course gates, start and finish line equipment, snow grooming equipment, and snowmobiles; and collisions with race crew members, other competitors, spectators and members of the skiing and riding public.

I understand that I will be given the opportunity to inspect the competition venue prior to practicing for the race and/or competing and I acknowledge that only I know whether I have the skill and ability to participate safely in any practice or competition. I understand that if I am unsure of my ability to perform safely, I can decline to do so. I hereby accept these risks in order to enjoy the sport of ski/snowboard competition.

I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs on the premises of Killington Resort and Pico Mountain and which results from my participation in these races and the inherent risks of such activities as they are defined herein, except damages, injury, or death which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred therefrom. I also agree that these risks are both obvious and necessary to these winter sports activities.

Therefore, in consideration of all of the above, I agree that I will not make any claim nor bring any suit for any damages, injury or death to myself, which results from any such inherent risks, as I have agreed they are defined herein. I also agree, that in the event that anyone makes any claim against **Killington/Pico Ski Resort Partners, LLC, Pico Ski Club**, or any of its parents, subsidiaries, affiliates, successors, assigns, related entities, directors, officers, representatives, employees, agents, partners, sponsors, volunteers, contractors and insurers (herein after collectively "KPSRP") as a result of any of my activities on their premises or the use of their facilities, that I will defend, indemnify and hold harmless KPSRP from such claims.

I acknowledge the right of KPSRP to make use of any pictures and/or videotape of me produced in connection with the activities of KPSRP and further consent to use of said pictures and/or videotape for commercial purposes, and I waive any right to use thereof by KPSRP.

I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at KPSRP shall be litigated exclusively in the Superior Court of Rutland County, Vermont, or the U.S. District Court for the District of Vermont under Vermont law. I also agree to pay and reimburse KPSRP any and all attorney fees, costs and expense incurred by KPSRP in responding to or defending any claim or litigation brought by me or on my behalf related to my participating in ski and snowboard training and racing, or incurred by KPSRP to enforce any terms of this agreement including my indemnification obligations.

I acknowledge that I have read, agree with, and understand the terms of this document and that I am signing it freely and that the terms of this contract state that I expressly assume all risk of damages, injury and/or death resulting in any way from any inherent risks of the sport in which I may participate at KPSRP. I also agree to abide by the terms of any rules of conduct for sports participants posted at KPSRP or contained in its seasonal trail guides or brochures.

This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which I may sustain as a result of my participation in these races and caused by the inherent risks of winter sports. I further agree that this contract is binding upon me, my heirs and assigns.

To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so, realizing the full binding effect of this contract on them as well as on myself, and I further agree to defend, indemnify and hold harmless KPSRP for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was practicing for or participating in these winter sports activities.

If any portion of this contract is deemed unenforceable I agree that all other portions shall be given their full force and effect.

Participant's Signature

Date

Parent/Guardian's Signature *(Parent/guardian must sign before anyone under age 18 can participate)*

Date

(ALL PARTICIPANTS MUST COMPLETE REVERSE SIDE)

PLEASE PRINT INFORMATION REQUIRED, BELOW

Participant's Name _____

Participant's Date of Birth _____

Participant's Age _____

Participant's Address

Street	City	State	Zip
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Parent's or Legal Guardian's Contact Information (if participant is under 18 years of age)

Parent's or Legal Guardian's Name _____

Parent's or Legal Guardian's Address

Street	City	State	Zip
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Home Phone # _____

Work Phone# _____

Participant's Group Name _____

Group Leader's Name _____