

Killington/Pico Ski Resort Partners LLC  
2019-20 SNOW SPORTS SCHOOL - Adult Specialty Programs  
**EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT** – Adult Participant  
*(Please Read Carefully!)*

**WARNING: Ski and snowboard instruction, training, racing, specialty and competition programs offered through the Snow Sports School offer more challenges than regular skiing and riding. This Program may include maneuvering through race courses and around racing gates, often at high speeds and sometimes on steep, bumpy, icy terrain; off trail and back country activity; social activity on or off KPSRP property; training; and other recreational or advance activities on or off snow. The participant will be continuously challenged and such challenges are inherent in this skiing and snowboarding program, and also while receiving instruction in competitive or recreational training, participation or racing (hereinafter “Program”). I acknowledge the enhanced risk of serious injury and death arising from these activities and admit that only I know whether I have the skill and ability to successfully and safely participate in this Program.**

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 this Program. I agree that these inherent risks include but are not limited to these challenges, plus changing weather; visibility; surface and sub-surface conditions such as ice, bare spots, rocks, roots, stumps, trees, ruts, bumps, debris; lift towers, fences, signs, posts, lift mazes, hydrants and pipes, snow grooming equipment, snowmobiles and other man-made objects; sheer drop-offs, variations in terrain, design and condition of natural and man-made terrain features; slope design; collisions with other skiers and snowboarders, power poles, race course gates, manmade objections described herein, and start and finish line equipment; and other activities part of the Program both on or off KPSRP property.

I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Killington/Pico Ski Resort Partners LLC and/or which results from my participation in this Program, 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 there from or from participation in the Program. 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 which results from any such inherent risks, as I have agreed they are defined herein. I also agree, that in case anyone makes any claim against Killington/Pico Ski Resort Partners, LLC, or any of its owners, officers, directors, shareholders, agents, employees, volunteers or insurers (“KPSRP”) as a result of any of my activities on their premises, the use of their facilities or my participation in the Program that I will defend, indemnify and hold harmless KPSRP from such claims.

**I further agree that any dispute arising under this contract and/or from my use 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 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 participation in the Program, or incurred by KPSRP to enforce any terms of this agreement including my indemnification obligations.

This agreement may also be plead as an affirmative defense to any claim that I might make as a result of my participation in this Program. I further agree that this contract is binding upon me, my heirs and assigns.

I agree that I have voluntarily agreed to participate in this Program. **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 Program in which I am participating at KPSRP.** I also agree to abide by the terms of any rules of conduct for sports participants posted at KPSRP, as part of the Program or contained in its seasonal trail guides or brochures.

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

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*Participant's Name (please print)*

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*Participant's Signature*

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*Date*