

Killington/Pico Ski Resort Partners LLC
2019-20 SNOW SPORTS SCHOOL - *Minor/Child* Specialty Programs
EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT
(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 for myself and my child/ward ["child"] the enhanced risk of serious injury and death arising from these activities and admit that only I and my child know whether my child has 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, 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.

On behalf of myself and my child, I and my child 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 child's 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 my child is in full compliance with all rules and regulations regarding such transportation.

On behalf of myself and my child, I and my child 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 and my child 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 and my child or anyone on our behalf will not make any claim nor bring any suit for any damages, injury or death which results from any such inherent risks, as 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 child's activities on their premises, the use of their facilities or his/her participation in the Program that I will defend, indemnify and hold harmless KPSRP from such claims.

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

- If my child's equipment malfunctions, I authorize KPSRP staff to select and sign for rentals from our shop.
- In the event of a medical emergency or injury, I authorize KPSRP staff to call a doctor and/or Emergency Medical Services to transport my child to a medical facility. (KPSRP staff will attempt to contact you in case of emergency.)
- I authorize KPSRP staff to supervise transport of my child by van and public bus to other locations for the Program.
- Participants in the Program will not always ride the ski lifts with an instructor or an adult and may ride alone, or with another child. If you want your child to always ride with an adult, you must arrange for private lessons.
- This agreement may also be plead as an affirmative defense to any claim as a result of my child's participation in this Program.
- I further agree that this contract is binding upon me, my child and our heirs and assigns.

I agree that my child with my permission is voluntarily participating 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 including on behalf of my child and that the terms of this contract state that I and my child expressly assume all risk of damages, injury and/or death resulting in any way from any inherent risks of the Program and as defined herein.** I agree I and my child will 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.

DATE SIGNED _____

Parent/Guardian: SIGN ABOVE

Parent/Guardian: PRINT NAME ABOVE

Participants Name: PRINT NAME ABOVE

▼ Parent/Guardian of Participant Under Age 18: Please read KPSRP Snow Sports School Helmet Policy below ▼

It is the policy of KPSRP Snow Sports School that all participants age 15 years old and younger

wear a snow sports helmet while participating in ski and/or snowboard lessons.