

EXPRESS ASSUMPTION OF RISKS & FORUM SELECTION AGREEMENT – SKI PARTICIPANT

(PLEASE READ CAREFULLY!)

WARNING: All forms of skiing and alpine activities are hazardous, including freestyle skiing and competition, jumping, rail and box events. **FALLS, COLLISIONS AND SERIOUS INJURIES ARE COMMON OCCURRENCES WHEN PERFORMING THESE ACTIVITIES. INJURIES RESULTING FROM THESE ACTIVITIES CAN BE CATASTROPHIC IN NATURE, RESULTING IN SERIOUS BRAIN, NECK AND SPINE DAMAGE OR DEATH.** The participant's safety is directly affected by his/her judgment in the severe elements of rough, high, forested, mountain terrain. The participant must ski only within his/her own ability.

Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: variations in terrain – both natural and manmade, surface or subsurface snow or ice conditions, bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof (all of the foregoing whether above or below the snow surface); pole lines and plainly marked or visible snowmaking equipment; event equipment such as start and finish equipment; collisions with other event participants, snowboarders, skiers, spectators or other people, and the failure of others to snowboard and ski in control.

I am fully aware that all forms of alpine activities, especially competitions, are hazardous and filled with high risks, and that falls, collisions, injuries and death can occur during these activities. I understand that this **SALOMON JIB ACADEMY** (hereinafter "Event") will take place on steep, icy and bumpy terrain and that only I can decide whether I have the skill, experience and dexterity to successfully participate and compete while BEING LAUNCHED FROM JUMPS, AT TIMES ACHIEVING SIGNIFICANT ALTITUDE; PERFORMING DIFFICULT MANEUVERS ON JUMPS, RAILS, BOXES; AND BECOMING AIRBORNE WHILE PARTICIPATING AND COMPETING IN THE EVENT. I acknowledge that I will be given the opportunity to inspect the venue prior to the Event and have been advised to do so. As a condition of being allowed to participate in the Event, 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 (hereinafter "Killington Resort & Pico Mountain") and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein.

I further agree that the phrase "inherent risks" means those risks that 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. 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 that I may sustain as a result of my participation in and caused by the inherent risks of winter sports. I also agree that in the event anyone makes any claim against Killington Resort & Pico Mountain or any of its officers, directors, shareholders, agents, employees and/or volunteers, 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 Killington Resort & Pico Mountain and Powdr Corp. from such claims.

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 submitted exclusively and solely to the jurisdiction of the State or Federal Courts, County of Rutland, in the State of Vermont and none other, and shall be governed by the laws of the State of Vermont.

I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts of this Agreement shall remain in full force and effect and that the conditions and covenants herein shall be binding on my heirs and assigns.

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

Participant's Signature _____ Date _____

Participant: *Please print name* _____

As a parent/guardian of the minor participant named above, I acknowledge that I am authorized to sign this Agreement for the minor child. I agree to be bound by the terms and conditions of this Agreement and I hereby INDEMNIFY Killington Resort & Pico Mountain for awards, legal expenses, including attorney's fees, and settlements arising out of my child's participation in the Event and his/her use of the ski area premises.

<Signature of parent/legal guardian is required before skier will be allowed to participate>

Parent/Guardian Signature _____ Date _____

Parent/Guardian please print name _____