

**KILLINGTON / PICO SKI RESORT PARTNERS, LLC**  
**2014-15 Killington Ski Club Programs**  
**EXPRESS ACCEPTANCE OF RISKS AND FORUM SELECTION AGREEMENT**  
***(Please read carefully!)***

**WARNING:** Competitive skiing, snowboarding and other forms of winter mountain sports activities are hazardous with many inherent risks. These activities require the deliberate control and good judgment of the participant. Falls are a common occurrence of all alpine sports activities and can result in injuries and death.

I acknowledge that my child's enrollment in Killington Ski Club [hereinafter "KSC"] Programs affords me and my child significant discounted access to winter skiing and snowboarding on the premises of Killington/Pico Ski Resort Partners, LLC (hereinafter "Killington Resort & Pico Mountain"). Further, I and my child acknowledge that the KSC Program is being organized, run, chaperoned, taught and monitored by Killington Ski Club and not personnel of Killington Resort & Pico Mountain.

Therefore, in consideration of the **WARNING** information above, my knowledge and understanding of these winter sports activities and the inherent risks of these sports, that the KSC Programs are run by KSC and not Killington Resort & Pico Mountain, and by allowing me and my child to use the premises of Killington Resort & Pico Mountain and participate in this winter sports program, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death to me and my child which occurs at Killington Resort & Pico Mountain and 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.

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 this program. I agree that these inherent risks include, but are not limited to: all activities for training and participation in the Program including competition, changing weather, visibility, surface and sub-surface conditions, such as ice, bare spots, and trees; manmade objects such as lift towers, fences, signs, posts, lift mazes, hydrants and pipes, snow grooming equipment and snowmobiles, race course gates, and start and finish line equipment; variations in terrain and slope design; and collisions with or falls resulting from such manmade objects or natural terrain modifications and features, members of the skiing and riding public and other competitors. I understand that my child will be continually challenged in this program, performing difficult maneuvers on formidable terrain.

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 me or my child against Killington/Pico Ski Resort Partners, LLC, Powdr Corp., or any of its officers, directors, shareholders, agents, volunteers, employees, or insurers [collectively "KPSRP"] 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 KPSRP or any of them as a result of any of my activities or my child's activities on their premises or the use of their facilities, and that I will defend, indemnify and hold harmless Killington Resort & Pico Mountain and such individual[s] from such claims.

**I further agree that any dispute arising under this contract and/or from any use by me and my child of any of the premises or facilities at Killington Resort & Pico Mountain shall be litigated exclusively in the state or federal courts of Rutland County, Vermont.**

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 my child or I may sustain as a result of my child's participation in this Program 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 participating in the Program. I acknowledge that I have read, agree with, and understand the terms of this Express Assumption of Risks and Forum Selection Agreement, that I am signing it freely, and that the terms of this contract state that I expressly assume for my child all risk of damages, injury and/or death resulting in any way from any inherent risks of the program in which my child participates at Killington Resort & Pico Mountain. I also agree that my child will abide by the terms of any rules of conduct of the Program and Killington Resort & Pico Mountain.

If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

Parent/Guardian sign here \_\_\_\_\_ L.S.      Date \_\_\_\_\_

Participant sign here \_\_\_\_\_ Date \_\_\_\_\_

Participant print name here \_\_\_\_\_