

**2011-12 KILLINGTON/PICO SKI RESORT PARTNERS, LLC -- SNOW SPORTS SCHOOL - Participant**  
**EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT**

*(Please read carefully!)*

**WARNING:** All forms of alpine sports activities are hazardous, with many inherent risks. These activities require the deliberate control and good judgment of the participant. Falls and injuries are a common occurrence of all alpine sports activities, including these ski and snowboard lessons. As a participant, you or your child will be continually challenged during these lessons by performing difficult maneuvers. During these lessons you or your child may progress or regress. Should you or your child sign up for advanced instruction and progress to the extent of receiving instruction in ski and snowboard racing, performing maneuvers on freestyle terrain, including tree skiing, terrain parks and half-pipes, be advised that these advanced lessons offer even more challenges than regular lessons and may also offer enhanced risk of serious injury. These advanced lessons may include: maneuvering through race courses and around racing gates, often at high speeds, sometimes on steep, bumpy, icy terrain; maneuvering in and around trees and terrain features, sometimes on very steep, ungroomed terrain; maneuvering on the ground and in the air while being launched off jumps and the near vertical wall of the half-pipe, at times achieving significant altitude.

I agree that the inherent risks of alpine sports activities include, but are not limited to, the challenges listed in the **WARNING** section above in addition to: changing weather, visibility, surface and sub-surface conditions, such as ice and bare spots, trees, lift towers, fences, signs, posts, lift mazes, hydrants and pipes; snow grooming equipment, snowmobiles, and other manmade objects; variations in terrain, whether natural or manmade, slope design, collisions with other skiers and riders and those risks which are listed in this agreement, or those that can reasonably be inferred therefrom, and I agree these risks are both obvious and necessary to these alpine sports activities.

**I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Killington Resort and Pico Mountain and which results from the inherent risks of such 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 or my child that 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, Powdr Corp., or any of its officers, directors, shareholders, agents, and/or employees (hereinafter "Killington Resort and Pico Mountain") as a result of any of my activities or my child's activities on their premises or the use of their facilities, I will defend, indemnify and hold harmless Killington Resort and Pico Mountain from such claims including but not limited to any claims brought on behalf of the minor child, relating to any damages allegedly sustained by the minor child while he/she is in these lessons, and for all awards, legal fees and expenses and settlements, including attorney's fees, that result from such claims .

**I further agree that any dispute arising under this contract and/or from any use by me or my child of any of the premises or facilities at Killington Resort and Pico Mountain 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.**

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

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

**I acknowledge that I have read, agree with, and understand the terms of this document and that I am signing it freely and voluntarily for myself and on behalf of the minor child.** I also agree to abide by the terms of any rules of conduct for sports participants posted at Killington Resort and Pico Mountain or contained in its seasonal trail guides, program guides and brochures, including but not limited to Your Responsibility Code and Smart Style.

>If my child's equipment malfunctions, I authorize Killington/Pico staff to select and sign for rentals from our shop.

>In the event of a medical emergency or injury, I authorize Killington/Pico staff to call a doctor and/or transport my child to a medical facility. (Killington/Pico staff will attempt to contact you in case of emergency.)

>I authorize Killington/Pico staff to supervise transport of my child by van and public bus to other locations within Killington Resort and Pico Mountain.

>Participants in these lessons will not always ride the ski lifts with a professional 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.

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

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.

DATE SIGNED \_\_\_\_\_

Participant 18 and over or Parent/Guardian: **SIGN ABOVE**

Participant 18 and over or Parent/Guardian: **PRINT NAME ABOVE**

Participant age 17 and under: **PRINT NAME ABOVE**

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

It is the policy of Killington/Pico Snow Sports School that all participants age 17 years old and younger wear a snow sports helmet while participating in ski and/or snowboard lessons.