

**Express Acceptance of Risks, Indemnification & Forum Selection Agreement: 2011-2012 Season Pass  
(PLEASE READ CAREFULLY!)**

**WARNING:** All forms of alpine activities such as skiing and snowboarding, including the use of lifts, are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high, mountain and forest terrain. Participate in alpine activities only within your ability level.

**INHERENT RISKS:** Be alert to continually changing weather, visibility and surface conditions and other inherent risks including, but not limited to: existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or sub-surface conditions such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects; lift towers and components thereof; lights, signs, posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness of terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features such as those found in freestyle terrain, terrain parks and pipes; the presence of and collisions with others; and the failure of others to participate in alpine activities safely, in control or within their own ability. I agree that these risks are both obvious and necessary to these alpine activities.

As a condition of being permitted to use the ski area premises as a season pass holder, I hereby Promise Not to Sue Killington/Pico Ski Resort Partners LLC, Powdr Corporation, their owners, affiliates, employees and agents (hereinafter "Killington/Pico"), as I freely and voluntarily accept all risks of injury, death or property damage occurring thereon from the inherent risks such as those listed above or those that can reasonably be inferred therefrom.

**I further agree to Defend, Hold Harmless and Indemnify Killington/Pico from any and all liability for personal injury including death and property damage from any alleged negligence in the operation, maintenance or design of the ski area and any other inherent risks of these alpine activities, such as those listed above, and from my participation in alpine activities at Killington/Pico. I accept for myself the full responsibility for any and all such damage or injury of any kind that may result from my actions.**

**I further agree that any claim that I may at any time bring for any reason against Killington/Pico shall be submitted to the jurisdiction of the State or Federal Court in the state of Vermont and no other jurisdiction and shall be governed by the laws of Vermont.**

I agree that if any portion of this agreement is determined to be unenforceable by a court of law all other parts shall remain in full force and effect and that the above provisions shall be binding upon my heirs and assigns. I understand and agree that this document may be used by Killington/Pico to defend any claim I may bring for injuries sustained as a result of my participation in alpine activities.

I agree (1) to be bound by the 2011-2012 Season Pass Terms & Conditions of Use (2) to visibly display the season pass when boarding lifts; (3) to present the season pass to any authorized representative or management upon request; and (4) to know and follow "Your Responsibility Code" [see Season Pass Terms & Conditions of Use and reverse side of Season Pass] (5) to refrain from misconduct or reckless skiing or riding, acknowledging that the season pass may be revoked without refund.

The season pass is valid through the end of the 2011-2012 winter season.

As a parent/guardian with legal responsibility of the minor pass holder(s) named below, I represent that I am authorized to accept this agreement for the minor child. I consent and agree that I, for myself, and for the said minor pass holder(s) to be bound by this Express Acceptance of Risks, Indemnification & Forum Selection Agreement AND I hereby agree to defend, hold harmless and indemnify Killington/Pico for any and all claims, costs, legal fees or expenses of any kind arising out of the child's participation in alpine activities at Killington/Pico resulting from any alleged act or omission by Killington/Pico in the operation, maintenance or design of the ski area and any other conditions of Killington's/Pico's premise.

***Must be agreed to and signed to process order***

1. _____ Pass Holder's Name (please print)	_____	_____	_____
	Pass Holder's Signature	Date	DOB
2. _____ Pass Holder's Name (please print)	_____	_____	_____
	Pass Holder's Signature	Date	DOB
3. _____ Pass Holder's Name (please print)	_____	_____	_____
	Pass Holder's Signature	Date	DOB
4. _____ Pass Holder's Name (please print)	_____	_____	_____
	Pass Holder's Signature	Date	DOB
_____ Name of Parent/Guardian if Pass Holder is under 18 (please print)	_____	_____	_____
	Signature of Parent or Guardian if Pass Holder is under 18	Date	