

Killington/Pico Ski Resort Partners, LLC
2014-15 DIRECT-TO-LIFT PASS AND CARD PRODUCTS
TERMS AND CONDITIONS OF USE - Participant
(Please read carefully!)

1. Direct-to-lift pass and card products must be paid for in full and the Express Acceptance of Risks, Indemnification & Forum Selection Agreement must be completed, signed and returned to the Sales Office before passes will be activated. Alternatively, online purchase and acceptance of the Express Acceptance of Risks, Indemnification & Forum Selection Agreement is the same as completing, signing and returning a paper copy of the form.
2. Killington/Pico Ski Resort Partners, LLC reserves the right not to sell or issue a direct-to-lift pass or card product to any person for any reason, in its sole discretion.
3. Applicable age category for direct-to-lift passes and cards product is determined based on an individual's age as of November 1, 2014. Killington/Pico Ski Resort Partners, LLC reserves the right to require any individual purchasing a direct-to-lift pass or card to present a state-issued photo ID and/or original birth certificate prior to finalizing sale and activation of pass or card.
4. Direct-to-lift pass and card products are non-transferable and not for resale. All direct-to-lift pass and card lift privileges shall terminate immediately if the direct-to-lift pass or card is used by anyone other than the person named thereon.
5. Promotions and discounts for direct-to-lift pass and card holders cannot be combined with any other promotion and/or discount.
6. Direct-to-lift pass and card holders are not eligible for refund, credits or vouchers for missed skiing and riding due to weather or mechanical difficulties.
7. If you forget your direct-to-lift pass or card, you may obtain a replacement, one-day lift ticket for use that day by presenting a photo ID at any open ticket window. Your direct-to-lift pass or card will be deactivated for the day. Killington/Pico Ski Resort Partners, LLC reserves the right to deny issuance of a replacement, one-day lift ticket at any time to any person for any reason including, but not limited to, repeatedly requesting replacement, one-day lift tickets.
8. Direct-to-lift passes and cards **MUST BE VISIBLE** to lift attendants and **READILY AVAILABLE FOR SCANNING** by ticket checkers at all times. Pass and card holders must present direct-to-lift passes and cards upon request to any authorized representative of Killington/Pico Ski Resort Partners, LLC.
9. It is the pass or card holder's responsibility to immediately report a lost or stolen direct-to-lift pass or card to the Season Pass Office. Lost or stolen passes and cards will be replaced at no charge. Killington/Pico Ski Resort Partners, LLC reserves the right to deny issuance of a replacement pass or card at any time to anyone for any reason including, but not limited to, repeatedly requesting replacement of passes and cards.
10. All direct-to-lift pass and card holders are expected to observe certain rules and policies. Any of the following violations, as determined solely by Killington/Pico Ski Resort Partners, LLC, may be grounds for total revocation of lift privileges without refund and/or an individual may become ineligible to have a pass or card sold or issued to him/her for a future season or seasons:
 - Failure to follow Your Responsibility Code set forth below.
 - Skiing or snowboarding at a speed and/or in a manner so as to endanger others.
 - Skiing or snowboarding beyond (1) opened and designated trails, (2) Closed Area signs, or (3) Area Boundary signs and trail guide markings.
 - Failure to provide name and local and permanent address to first aid personnel and any other party involved in a collision that results in injury.
 - Leaving the scene of an accident.
 - Jumping out of lifts.
 - Engaging in abusive or rude language and/or behavior on the premises of Killington Resort & Pico Mountain.
 - Engaging in activities for monetary gain that directly compete with the business of Killington Resort & Pico Mountain while on the premises of Killington Resort and Pico Mountain, including but not limited to the resale of lift products.
 - Violation of any term of this Agreement.
 - Any other activities that Killington Resort and Pico Mountain deem inappropriate.

YOUR RESPONSIBILITY CODE

Skiing and snowboarding can be enjoyed in many ways. In addition to people using traditional alpine ski equipment, you may be joined on the slopes by snowboarders, telemark skiers, skiers with disabilities using specialized equipment, and others. Always show courtesy to others and be aware that there are elements of risk in skiing and snowboarding that common sense and personal awareness can help reduce. Know your ability level and stay within it. Help promote skier and rider safety awareness. Observe **YOUR RESPONSIBILITY CODE** shown below and share the responsibility for a great outdoor experience.

1. Always stay in control, and be able to stop or avoid other people and objects.
2. People ahead of you have the right of way; it is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

KNOW THE CODE. IT'S YOUR RESPONSIBILITY. This is a partial list. Be safety conscious.

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WARNING: All forms of alpine activities such as skiing, snowboarding and snow tubing, 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, hard pack, 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 their components; 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 and operations; 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 terrain, whether natural or as a result of slope design, including but not limited to jumps, roads and catwalks or other man-made or natural terrain modifications and features such as those found in freestyle terrain, terrain parks and halfpipes; 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 direct-to lift pass and card holder, I hereby Promise Not to Sue Killington/Pico Ski Resort Partners LLC, Powdr Corp., their owners, affiliates, employees, volunteers, agents and insurers (hereinafter "KPSRP"), 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 KPSRP 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 or any other inherent risks of these alpine activities, such as those listed above, and from my participation in alpine activities at KPSRP. I understand my obligation to defend and indemnify includes all attorney fees and costs incurred by KPSRP in enforcing this requirement to indemnify and the terms of this Agreement. 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 KPSRP shall be submitted to the exclusive jurisdiction of the State or Federal Court in Rutland County, Vermont and no other jurisdiction and shall be governed solely by the laws of Vermont. I also 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 my behalf related to my participation in alpine activities, or incurred by KPSRP to enforce any terms of this Agreement including my indemnification obligations.

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 KPSRP 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 2014-15 Direct-to-Lift Pass and Card Products Terms & Conditions of Use (2) to visibly display and have readily available the direct-to-lift pass or card when boarding lifts; (3) to present upon request the direct-to-lift pass or card to any authorized representative of KPSRP; (4) to know and follow "Your Responsibility Code" [see Direct-to-Lift Pass and Card Products Terms & Conditions of Use and reverse side of direct-to-lift pass or card]; and (5) to refrain from misconduct or reckless skiing or riding, acknowledging that the direct-to-lift pass or card may be revoked in KPSRP's sole discretion without refund.

The direct-to-lift pass or card is valid through the end of the 2014-15 winter season.

As a parent/guardian with legal responsibility for the minor direct-to-lift pass or card 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 direct-to-lift pass or card holder(s) are bound by this Express Acceptance of Risks, Indemnification & Forum Selection Agreement AND I hereby agree to defend, hold harmless and indemnify KPSRP for any and all claims, costs, legal fees or expenses of any kind arising out of the child's participation in alpine activities at KPSRP resulting from any alleged act or omission by KPSRP in the operation, maintenance or design of the ski area or any other conditions on KPSRP's premises, my obligation to defend and indemnify to include all attorney fees and costs incurred by KPSRP in enforcing this requirement to defend and indemnify and the terms of this Agreement.

Must be agreed to and signed to activate direct-to-lift pass

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