KILLINGTON/PICO SKI RESORT PARTNERS, LLC RAILS 2 RICHES - DECEMBER 10,2011

EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT - PARTICIPANT

(Please Read Carefully!)

WARNING: ALL FORMS OF ALPINE COMPETITION ARE HAZARDOUS, INCLUDING RAIL AND BOX TRICKS, AND OTHER MANEUVERS THAT CARRY VERY HIGH RISKS TO PARTICIPANTS. 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. YOUR SAFETY IS DIRECTLY AFFECTED BY YOUR JUDGMENT. SKI AND RIDE ONLY WITHIN YOUR ABILITY.

I acknowledge that my participation in this event affords me significant challenges and enjoyment not available to every guest of Killington Resort & Pico Mountain. Therefore in consideration of this, my knowledge and understanding of this competition and the benefits, terms, and conditions it offers, and being allowed to use the premises of Killington/Pico Ski Resort Partners, LLC, ("Killington Resort & Pico Mountain") I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Killington Resort & Pico Mountain and which results from my participation in this rail and box competition and the inherent risks of such activities as they are defined herein, except damages or injury which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

Competitive skiing and snowboarding on rails during the **Rails 2 Riches** competition (hereinafter "Event") have numerous risks including, but not limited to, riding on slick rails and boxes, and from hard and rutted snow conditions, placement of competition equipment, collisions with other competitors, competition crew members or spectators, and natural or man-made objects in the competition venues or adjacent thereto. I understand that I will be given the opportunity to inspect the competition venue prior to the Event and I acknowledge that only I know whether I have the skill and ability to compete safely in any competition. I understand that if I am unsure of my ability to perform safely, I can decline to do so. **I hereby accept these risks in order to enjoy the sport of ski/snowboard competition.**

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. I also agree, that in the event that anyone makes any claim against Killington Resort & Pico Mountain or any of its officers, directors, shareholders, agents, and/or employees, 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 from such claims**. I further agree that any claim that I may at any time bring for any reason against Killington Resort & Pico Mountain 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 Vermont law.**

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 I may sustain as a result of my participation in this competition and caused by its' inherent risks. 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 Killington Resort & Pico Mountain for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was practicing for or participating in this competition.

I acknowledge the right of KPSRP to make use of any pictures and videotape of me produced in connection with the activities of KPSRP and further consent to use of said pictures and video tape for commercial purposes, and I waive any right to use thereof by KPSRP. The participant agrees, acknowledges and grants permission to KPSRP that the participant's name, address [town only], age and likeness can be used by KPSRP for any promotional purposes and participant releases and holds KPSRP harmless from any result or action related to the use of such information

I acknowledge that I have read, agree with, and understand the terms of this legal document and that I am signing it freely and that the terms of this contract state that I expressly assume all risk of damages, injury and/or death resulting in any way from any inherent risks of the competition and the sport in which I may participate at Killington.

Participant's Name *(please print)*_____

_____L.S. Date _____

Signature of Participant

(If participant is under 18, signature of parent/legal guardian is required before competitor may participate.)

_____L.S. Date _____

Parent/Guardian's Legal Signature