

**2009-10 KILLINGTON/PICO SKI RESORT PARTNERS, LLC -- SKI AND SNOWBOARD LESSONS**  
**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/or progress to the extent of receiving instruction in ski and snowboard racing, performing maneuvers on freestyle terrain, including tree skiing, terrain parks and half-pipe, be advised that these advanced lessons offer even more challenges than regular lessons, such as:

- **Ski and snowboard racing lessons require participants to maneuver through race courses and around racing gates, often at high speeds, sometimes on steep, bumpy, icy terrain.** Initials \_\_\_\_\_
- **Tree skiing and riding lessons require participants to maneuver in and around trees, sometimes on very steep, ungroomed terrain.** Initials \_\_\_\_\_
- **Terrain park and half-pipe lessons may require participants to learn maneuvers that launch participants off large jumps and the near vertical wall of the half-pipe, at times achieving significant altitude.** Initials \_\_\_\_\_

**I acknowledge the enhanced risk of serious injury to me or my child from all of these activities.** Initials \_\_\_\_\_

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, racing gates and equipment 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 staff to select and sign for rentals from our shop.
- In the event of a medical emergency or injury, I authorize Killington staff to call a doctor and/or transport my child to a medical facility. (Killington staff will attempt to contact you in case of emergency.)
- I authorize Killington staff to apply sunscreen lotion to my child.
- I authorize Killington staff to supervise transport of my child by van and public bus to other locations within Killington Resort.
- 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.

\_\_\_\_\_  
**PARTICIPANT OR PARENT/LEGAL GUARDIAN: SIGN NAME ABOVE**

\_\_\_\_\_  
**ENTER DATE SIGNED ABOVE**

\_\_\_\_\_  
**PARTICIPANT OR PARENT/LEGAL GUARDIAN: PRINT NAME ABOVE**

\_\_\_\_\_  
**If applicable, print child's name above and complete information on reverse.\***

**Parent/Guardian:**

**Please print clearly and complete the following information about your child:**

Child's Last Name \_\_\_\_\_ Child's First Name \_\_\_\_\_

Child's Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Does your child have any allergies, reactions, dietary or special needs?  Yes  No

If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ministar Program Participants Only:**

Does your child need rental equipment?  Yes  No

If yes, you must complete and sign a Rental Equipment Form for each child.

**Superstar & Snowzone Program Participants Only:**

My child has my permission to leave UNESCORTED after class.  Yes  No

**16 and 17 Year-Old Participants Who Are Enrolled in Adult Lessons:**

\*A minor child ages 16-17 enrolled in an Adult ski or snowboard lesson will be released UNESCORTED after class the same as all Adult participants.

**Parent/Guardian:**

**Please print clearly and complete the following information about yourself:**

Your emergency telephone contact number while you are visiting Killington/Pico:

\_\_\_\_\_

Your permanent address and telephone contact information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_