

SKI/SNOWBOARD RACING
EXPRESS ASSUMPTION OF RISKS AND
FORUM SELECTION AGREEMENT

I, _____ understand and accept that alpine ski and/or snowboard racing whether competitive or recreational and in which I **voluntarily** participate is a hazardous with many inherent risks and resulting damage or injuries including death. We acknowledge that participation in the Connecticut Ski Council ["Race"] held through the Pico Ski Club ("PSC") at Killington/Pico Ski Resort owned by Killington/Pico Ski Resort properties LLC [KPSRP] will add risks of injury in addition to those that are generally part of the sport of skiing/snowboarding. I chose to participate in the Race even though I acknowledge that these risks exist. In consideration of this and to participate in the Race, I freely and willingly **accept and voluntarily assume** all risk of property damage, personal injury, and/or death which occurs to myself and which results from participation in the Race and the inherent risks of such activities including as defined herein.

I further agree to be responsible for any and all medical expenses that arise out of or are related to my participation in the Race and understand that no such medical coverage or finances exist within the PSC or KPSRP to pay for such expenses.

I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred therefrom including those risks associated with the sport of skiing/snowboarding and/or ski/snowboard racing generally. I also agree that these risks are both obvious and necessary to these winter sports activities and to racing. I also agree that these inherent risks include but are not limited to changing weather conditions; surface and/or subsurface snow and race course conditions as they may from time to time exist and may change or be affected by weather, skier, racing, or other participant usage or other conditions; collisions with and/or accidents resulting from training and/or race course selections, conditions and equipment, training and/or race course setters, workers or spectators; and any and all other risks, obstacles and hazards related to or a part of skiing/snowboarding and/or racing. Despite these added risks, and with full understanding of the possible consequences, I voluntarily chose to race and understand that I can withdraw from, decline to or exit from the race at any time for any reason I choose or no reason at all.

In consideration for being allowed to and deciding to participate in the race and having PSC hold the race and KPSRP host the race, **I agree that we will not make any claim nor bring any suit against PSC or KPSRP against the PSC and/or KPSRP, their parent, affiliated, and/or successors companies, and/or any of their officers, directors, shareholders, agents, employees and/or insurers for any damages, injury or death to myself that results from any such inherent risks or from any cause related to my participation in the Race. I also agree that in the event that anyone makes any claim against the PSC and/or KPSRP, their parent, affiliated, and or successor companies, and or any of their officers, directors, shareholders, agents, employees and/or insurers as a result of my participation in the Race that I will indemnify and hold harmless the PSC and/or KPSRP from such claims.**

I further agree that any dispute arising out of the Race or this Agreement shall be brought and litigated exclusively in the Superior Court of Rutland County, Vermont, or the U.S. District Court for the District of Vermont.

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 we or our athlete may sustain while participating in the race. I further agree that this contract is binding upon myself and my heirs and assigns. I also agree to abide by any rules of conduct or instructions for racers from the Pico Ski Club or KPSRP.

To the extent that I am signing this document on behalf of a 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.

Signature of Racer or his/her Parent/Legal Guardian

Date