

EXPRESS ASSUMPTION OF RISKS-INDEMNIFICATION AND FORUM SELECTION AGREEMENT

**Competition/Race Events
(PLEASE READ CAREFULLY!!)**

I understand and accept that all skiing and snowboarding **competitions and racing events** (herein collectively called “**Events**”) are **hazardous** with many inherent and other risks **which can result in injuries and/or death**. Therefore in consideration of being allowed to participate in **Events** at Mount Snow along with the use of Resort premises for winter sports activities I freely and willingly accept and expressly **assume all risk of property damage, personal injury, and/or death** which may occur at the Resort arising from my participation in such **Events**.

I further agree that the phrase “inherent and other risks” means those risks which are listed in this agreement, or those that can reasonably be inferred therefrom. I also agree that these risks are both obvious and necessary in such **Events** and winter sports activities. I agree that these risks include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier/rider, or other participant usage (whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow); other conditions including bare spots, forest growth and debris, stumps and trees, stream beds on or off the snow surfaces and other natural objects and/or collisions with such objects; collisions with lift or snowmaking towers, signs, posts, fences or other enclosures, water and/or air pipes or other manmade structures, and/or their components such as snowmaking hydrants, collisions with start/finish line equipment, racing gates and other **Event** equipment and the failure of others to ski/board in control; marked or plainly visible snowmobiles, snow grooming and other over-snow vehicles or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain that occur naturally or as the result of slope design, weather changes, snowmaking and/or snow grooming operations, or participant usage.

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 Mount Snow Ltd. or any of its officers, directors, owners, shareholders, agents, and/or employees, (Mount Snow) as a result of any of mine or on behalf of the minor participant’s activities on Resort premises or the use of Resort facilities, that **I will indemnify and hold harmless Mount Snow** from such claims.

I further agree that any dispute arising under this contract and/or from my use of any of the premises or facilities at Mount Snow shall be litigated exclusively under Vermont law and in the Superior Court of Windham County, Vermont, or the U.S. District Court for the District of Vermont.

I agree that 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 and caused by the inherent and other risks of this competition. 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 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, and I further agree to **indemnify and hold harmless Mount Snow for any claims brought on behalf of the minor** relating to any damages allegedly sustained by the minor while he/she is participating in the competition or in preparation for the **Event**.

I acknowledge that I have read, agree with, and understand the terms of this **Express Assumption of Risks-Indemnification and Forum Selection Agreement** 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 the risks of the competition and its preparation. I also agree to abide by the terms of any rules of conduct for sports participants posted at the Mount Snow or contained in its seasonal trail maps or brochures including “My Responsibility Code” and the “GO WITH THE FLOW” initiative.

_____ L.S. _____			
Signature of Participant	Print Name	Date	

Signature of Parent/Guardian	Print Name of Parent/Guardian	Date	

Home Address	Town	State	Zip

PHOTOGRAPHIC RELEASE

By initialing below I hereby grant, release and quitclaim to Mount Snow the right and authority to use, sell, reproduce, and distribute, my or the minor child’s photographs, likeness, recorded voice or videotaped filmed appearances for promotional purposes or programs as they in their sole discretion shall deem appropriate. I hereby promise to make no claim or cause of action related to the use of my or the minor child’s likeness by Mount Snow. _____(initials) I further acknowledge that I am the parent or legal guardian of the child being photographed at the Resort and I have read this release and agree to be bound by it as it relates to me and/or my child. _____(initials)