

2011-2012 PICO SKI CLUB RACING PROGRAM
EXPRESS ASSUMPTION OF RISKS AND
FORUM SELECTION AGREEMENT

Athlete's Name:

We understand and accept that Alpine Skiing and competitive Ski Racing, snowboarding, cross-country skiing and other forms of winter mountain sports in which I may participate as a member of the Pico Ski Club are hazardous with many inherent risks and resulting damage or injuries including death. We acknowledge that participation in the Pico Ski Club Racing Program and/or Mid-Vermont Ski Racing (the "Program") will add risks of injury in addition to those that are generally part of the sport of skiing. We chose to participate and have our/my child/athlete ("athlete") participate even though we acknowledge that these risks exist. In consideration of this, of our knowledge and understanding of the sport and its benefits, and the terms and conditions of participation, we freely and willingly accept and voluntarily assume all risk of property damage, personal injury, and/or death which occurs (to ourselves and/or our athlete) and which results from participation in Program activities and the inherent risks of such activities including as defined herein.

We further agree to be responsible for any and all medical expenses that arise out of or are related to our athlete's participation in the Program and we understand that no such medical coverage or finances exist within the Program to pay for such expenses.

We 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 and/or ski racing generally. We also agree that these risks are both obvious and necessary to these winter sports activities. We agree that these inherent 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, ski racer, 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 and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences or other enclosures, water and/or air pipes or other manmade structures, and/or their components such as hydrants used in snowmaking or for other necessary purposes, whether or not these structures are padded or shielded; collisions with other skiers and/or well marked or plainly visible snowmobiles, snow grooming, or other over-snow vehicles or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications, features or variations in terrain that occur naturally or as the result of slope and/or terrain feature design, construction, or maintenance, weather changes, snowmaking and/or snow grooming operations, or participant usage.

Additional "inherent" risks that exist in this competitive ski racing Program include heightened risks which are due to an athlete's attempts to improve and/or excel in both training and competition and include encountering terrain, conditions and race training and/or race environments that are most challenging and often at the limits of and/or above an athlete's ability. Other increased risks which are also to be included as "inherent risks" include 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 other risks, obstacles and hazards. Despite these added risks, and with full understanding of the possible

consequences, we chose to allow our athlete to participate in the Program and to compete in races.

We agree that we will not make any claim nor bring any suit for any damages, injury or death to ourselves and/or our athlete that results from any such inherent risks. We also agree that in the event that anyone makes any claim against the Pico Ski Club, Inc, and/or KILLINGTON/PICO SKI RESORT PARTNERS, LLC ("KSRP"), their parent, affiliated, and/or successors companies, and/or any of their officers, directors, shareholders, agents, and/or employees, as a result of our athlete's activities in the Program, or any of our athlete's activities on their premises or the use of their facilities, that we will indemnify and hold harmless the Pico Ski Club, Inc., and/or KSRP from such claims.

We further agree that any dispute arising out of the athlete's participation in the Program shall be 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 we might make as a result of any damage, injury, and/or death which we or our athlete may sustain while participating in the Program. We further agree that this contract is binding upon the signor, the athlete, and our heirs and assigns. We further state that we have discussed the risks and terms of this agreement with the athlete and he/she also understands and accepts the risk and terms of participation. We also agree to abide by the terms of any rules of conduct for skiers and riders posted at the Pico Ski Club, at Pico Mountain Resort, Killington Ski Resort, or any other ski area which we may visit while participating in the Program including those rules contained in trail maps, signs, the USSA Competition Guide and the VARA Calendar, or posted as Rules or Codes of Conduct.

To the extent that I am signing this document on behalf of a minor athlete, 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 Parent/Legal Guardian L.S. _____
Date

Signature of Parent/Legal Guardian L.S. _____
Date

If athlete is under 18, signature of parent/legal guardian is required before athlete will be allowed participate in the Program. Athletes are required to sign as acknowledgement that these terms have been explained to them by parents.

Signature of Athlete L.S. _____
Date