

# SMUGGLERS' NOTCH RESORT

## ALPINE COMPETITOR/COMPETITION AGREEMENT CONTENTS INCLUDE ACCEPTANCE OF RISK AND RESPONSIBILITY, WARNING, INDEMNITY, AND MEDICAL RELEASE

### PLEASE READ CAREFULLY BEFORE SIGNING OR ENGAGING IN THIS ACTIVITY.

The undersigned participant hereby represents that he/she is at least 18 years of age or in the event that he/she is not, the undersigned hereby represents that he/she is a parent of legal guardian of said participant. (Participant and undersigned hereafter referred to collectively as "Competitor.")

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Further, the undersigned warrants and represents that the competitor is in good health, and that there are no special problems associated with the competitor, and the undersigned has left no special instructions regarding the competitor that have not been listed on the registration form.

### WARNING

I/we understand and accept the fact that alpine skiing, Nordic skiing, and snowboarding in their various forms, including engaging in freestyle competition, are inherently HAZARDOUS sports that have many dangers and risks. I/we realize that the injuries are a common and ordinary occurrence of this sport. I/we agree as a condition of being allowed to use the ski area facility and premises and engage in the freestyle competition,, that I/we freely accept and voluntarily ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH or property damage which results in any way from conditions on or about the premises and facilities, the operation of the ski area including, but not limited to, grooming, snow making, ski lift operations, actions or omissions of employees or agents of the area, negligence, or competitor's participation in skiing/snowboarding, training, any competitive event or any continuance thereof, or in the course of travel to or from any such event, or in the course of travel to or from any medical facility or other activities at the area.

I agree to accept the risk of any injury to person property resulting from any of the inherent dangers and risks of skiing and engaging in the pond-skimming competition and may not recover from any ski area operator for any injury resulting from any of the inherent dangers risks of skiing and engaging in pond-skimming competition, including, but not limited to changing weather conditions, surface conditions as they may from time to time exist and may change or be affected by weather, other participant usage, conditions including forest growth, debris, stumps, trees, stream beds, tree wells and other natural objects and/or collisions with such objects; collisions with lift towers, sign posts, fences, or other enclosures, water and/or air pipes or other man-made 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 well-marked work vehicles, or other on-mountain 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 in slope design, weather changes, or participant usage.

I/we agree with the premise that competitor is a competitor at all times, whether practicing for competition or in competition. I/we agree that competitor is always provided with an opportunity to conduct a reasonable visual inspection. I/we agree and understand that the competitor will be held to accept the risk of all training and course conditions including but not limited to weather and snow conditions, course construction, or layout and obstacles.

I/we freely accept the full responsibility for any and all damages or injury of any kind which may result and agree to indemnify and hold Smugglers' Notch Management Co., Ltd., sponsors and all their officers, agents and employees, acting officially or otherwise, harmless for any claim, demand, actions or causes of action arising out of or on account of any injury or damage to said competitor or competitor's property arising out of participation in skiing/snowboarding activities, including freestyle competition, or training or racing/skiing/snowboarding competitively, or negligence or breach of warranty, expressly implied, of the above entities and persons affiliated with said entities.

**I have carefully read and understand Page 1.**

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## **Medical Release and Indemnity**

**Please read carefully before signing and engaging in activity.**

The competitor authorizes Smugglers' Notch Management Co., Ltd., authorized personnel to call for medical care for the competitor or to transport the competitor to a medical facility or hospital if in the opinion of such personnel; medical attention is needed for the competitor. The undersigned agrees that upon the transporting of the competitor to any such medical facility or hospital, Smugglers' Notch Management Co., Ltd. or the sponsors shall not have any further responsibility for the competitor. Consent is expressly given, in the event of injury, for any emergency medical aid, anesthesia and/or operation if in the opinion of the attending physician such treatment is necessary. Further, the competitor agrees to pay all costs associated with such medical care and related transportation for the competitor and shall indemnify and hold harmless Smugglers' Notch Management Co., Ltd., sponsors their subsidiaries and their affiliates, their respective officers, directors, agents, servants and employees of and from any costs incurred therein, as provided in the preceding paragraph.

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By signing below, I/We agree and accept all rules, policies and conditions for membership and participation in programs and rules and conditions governing Smugglers' Notch Management Co., Ltd. and all other ski areas.

This competitor/Competition Agreement in its entirety shall be binding upon the assignees, suborders, distributees, heirs, next of kin, executors and administrators of the undersigned and may be pled by Smugglers' Notch Management Co., Ltd., and sponsors, to the fullest extent allowed under Law.

Further, full permission is hereby given to use any photographs or movies of said competitor taken during any competitive event or training exercise for any purpose in promoting events of Smugglers' Notch Management Co., Ltd.

I understand this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Vermont. If any or part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. Furthermore, I agree that any dispute arising out of this contract shall be litigated exclusively in the Superior Court of Lamoille County, Vermont or US District Court of Vermont and that no claims or actions shall be brought in any other jurisdiction.

**I/WE HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS COMPETITOR/COMPETITION AGREEMENT CONTAINED ON PAGES 1 AND 2. I/WE ARE SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF, MY HEIRS AND ASSIGNS AND IN THE EVENT I AM SIGNING IT ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF.**

\_\_\_\_\_  
Competitor Name (please print)

\_\_\_\_\_  
Competitor Signature/Age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Name, in the event competitor is less than 18 years old (please print)

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

<b>Address:</b>
<b>City/State/Zip:</b>
<b>Phone:</b>