



ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND HAZARDS, AGREEMENT NOT TO SUE

Please read carefully before signing. This is a legal document and impacts your legal rights.

Adult/Parent Name: (Please Print) \_\_\_\_\_ Email: \_\_\_\_\_
Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_
Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

I acknowledge that (in this agreement, the term "I" shall collectively include the minor(s) named above ("Minor(s)", if any):
• skiing, snowboarding, ski/snowboard racing, training, jumping or freestyle competition, riding chairlifts and other winter activities (collectively, "Activities") afforded to me through the Bromley Outing Club Winter Sports Program ("Program") at Bromley Mountain Resort ("Resort") involve inherent and other dangers and risks of injury and death and property damage including but not limited to: variations in terrain, surface or subsurface snow or ice conditions; bare spots; rocks, trees, stumps and other forms of forest growth or debris; construction or layout, maintenance and obstacles of the race course; terrain, lift towers and their components (whether or not any of the foregoing are above or below snow surface); terrain parks, elements or features; pole lines and plainly marked or visible snow making equipment; vehicles and machines including snowmobiles and snowcats; equipment failure; equipment malfunction; collisions with other skiers, other persons or with any of the those items; my or the Minor(s) health condition; my or the Minor(s) presence on the Resort and those other risks and dangers that can reasonably be inferred therefrom; and that those other risks and dangers are obvious and necessary of recreational winter activities;
• racing and training Activities are especially hazardous and greatly increase the danger and risks of those sports; I have the opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course; there may be other risks not known or reasonably foreseeable at this time; having a Resort employee present does not lessen the amount or severity of the risks or hazards of these activities; and I made a voluntary choice to participate or have the Minor(s) participate in these Activities despite the risks and dangers; and I have read this entire agreement and fully understand its terms.

In consideration of these terms and as an express condition of my or the Minor(s) participation in the Program, I hereby:
• assume all dangers and risks, inherent or otherwise, of injury, death and property damage arising from my or the Minor(s) participation in the Activities at the Resort as provided by state statute (12 VSA § 1037-1038) and those dangers and risks not outlined in the state statute;
• agree not to bring a claim against Ski Bromley, LLC, Bromley Mountain Ski Resort, Inc., Bromley Mountain Equity Nominee Trust, Centerplate, their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively "Resort Parties"), for any injury, death, property loss and damage (collectively, "Loss") that results from activities that are in any way related to my participation in the Activities, the use of the Resort Parties' equipment, including any Loss that I may now have suffered, or Loss of which I am not aware or is not mentioned in this covenant. This covenant also applies to any Loss resulting from anything which has happened up to now;
• agree to indemnify the Resort Parties from any and all losses, liabilities and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that arise out of my participation or the participation of the Minor(s) in the Activities, use of the equipment, or any other activities on the Resort, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage I or the Minor(s) may cause;
• agree to physically and visually inspect the course before competing or training; accept the responsibility of maintaining control at all times while participating in the Activities; agree to refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding (including skiing/snowboarding in closed areas or beyond ski area boundaries), violates Resort rules, "Your Responsibility Code," USSA Competition Guide, VARA Calendar, or the law; and acknowledge that my and the Minor(s)'s Activities' privileges may be revoked without refund if I or the Minor(s) violate any of these conditions;
• represent that I or the Minor(s) are physically fit for, and have no medical conditions that affect my/their ability to participate in these Activities;
• authorize the Resort to (a) administer first aid as it deems necessary, (b) transport me, or the Minor(s), to a medical facility, at my expense, if the Resort deems it necessary (and agree that upon transport to any medical facility, clinic or hospital, the responsibility of the Resort Parties will be totally fulfilled and the Resort Parties will have no further responsibility), (c) provide treatment, including medical and/or surgical care, necessary for the well-being of the Minor(s) at my expense in the case of serious illness or injury to the Minor(s) when I cannot be reached (the Resort will, to the best of its abilities, attempt to notify me as soon as possible in the event of an emergency with my child); and
• consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of me or the Minor(s) regarding the Activities at the Resort, without restriction as to frequency, duration or medium.

This agreement is legally binding on me, my heirs, executors, administrators and assigns and supersedes any other agreements or representations by or between the parties; is governed by the laws of the State of New Hampshire; and will be interpreted to provide as broad and inclusive an assumption of risk and covenant not to sue as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. This agreement also may be plead as an affirmative defense to any claims I may make about any Loss. Exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Berkshire County, Massachusetts or the federal courts of the Western District of Massachusetts and those courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all of its other parts will be given full force and effect. I understand that the Resort Parties are granting me permission to use the Resort, their facilities, and equipment in exchange for me signing this agreement. This agreement will survive and continue in force beyond the end of the current winter season with respect to any liability, injury or damage occurring before that time.

Signature (Adult Participant - 18 years or older): \_\_\_\_\_ Date: \_\_\_\_\_
For Participants Under 18 Years of Age: As parent/guardian signing this agreement for the Minor(s), I acknowledge and agree that by signing this agreement on behalf of the Minor(s), the Minor(s) and I agree to be bound by its terms. I hereby agree to indemnify the Resort Parties for any claim or suit arising out of the Minor(s) participation in the Activities and their related activities or the Minor(s) presence on the Resort. If I am not the parent or legal guardian of the Minor(s), or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor(s), then I agree to indemnify the Resort Parties if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the Minor(s) participation in the Activities or presence on the Resort.
Signature (Parent/Guardian): \_\_\_\_\_ Date: \_\_\_\_\_