

## ASSUMPTION OF RISKS, INDEMNITY AND ACTIVITY AGREEMENT

**IMPORTANT: BY SIGNING THIS AGREEMENT YOU AGREE, ACKNOWLEDGE AND ACCEPT THE RISKS INHERENT IN THE SPORT. PLEASE READ CAREFULLY!**

The purpose of this **ASSUMPTION OF RISKS, INDEMNITY AND ACTIVITY AGREEMENT** ("Agreement") is to limit liability and acknowledge the risks assumed in all Activities to the fullest extent allowed by law. By signing this agreement You acknowledge, agree, and assume the risks inherent in the sports and Activities offered by Killington/Pico Ski Resort Partners, LLC, Killington Independence Group, LLC., Killington Mountain Resort, LLC., Uplands Water Company, Inc., Killington Restaurants, Inc., SS Associates LLC, GG Killington PL, GG Killington GP LLC, and each of their respective parents, insurance carriers, subsidiaries, affiliates, successors, partners, officers, directors, shareholders, members, managers, representatives, assignees, employees, volunteers, agents, sponsors, suppliers, and vendors ("Parties") and acknowledge and assume that these risks may result in **PROPERTY DAMAGE, INJURY and/or DEATH**, including, but not limited to **alleged negligence** or **premises liability** of Parties and transfer the risk of loss from My participation in Activities or use of Facilities or Equipment to Me.

**"I", "Me", "My" or "You" as used in this Agreement includes all participants signing this Agreement, and all participants on behalf of whom I am signing this Agreement, including without limitation, participant(s) under the age of 18 years old (United States) ("Minors").** By executing this Agreement, I declare under penalty of perjury that I do so voluntarily on My own behalf, and if acting on behalf of another person, I am acting as their authorized agent, parent, or legal guardian and My signature expressly confirms permission to sign on the other person's behalf and this Agreement will be binding upon that person. If I sign on behalf of another without their express permission or legal authority, I understand and agree that I am committing fraud against, and agree to indemnify, the Released Parties.

**In consideration for My use of the Facilities, Equipment, and/or participation in the Activities, I VOLUNTARILY AGREE:**

**1. The "Activity" or "Activities"** include any activities on the Released Parties' properties, including but not limited to: skiing, snowboarding, snow/ski biking, and uphill access skiing/snowboarding/touring, over manmade and natural features; performing aerial maneuvers; snowmobiling; mountain and other bicycle riding; trampoline; obstacle courses; ropes courses; free running; bungee jumping; mountain coasters; ziplining; climbing; hiking; tubing; golfing; training, racing, lessons, and activity instruction; special events, camps, competitions, races or runs; and any use of Equipment.

**2. The "Equipment"** includes any equipment rented or provided to Me by the Released Parties, including but not limited to: skis (including boots, bindings, and poles); snowboards (including boots and bindings); snowshoes; tubes; bicycles; helmets; knee or elbow pads; balance tools; cargo nets; Soaring Eagle™; ropes and ropes courses; swings and ladders; zip lines; climbing walls and harnesses; mountain coasters; transports; sleighs; gym equipment; golf equipment and carts; and trampolines.

**3. The "Facilities"** include but are not limited to, the Released Parties': chairlifts, surface lifts, gondolas, tramways, and vehicles for transportation; retail; ticketing; food and beverage; health club; day care and other facilities; areas; properties; water ways; buildings; accesses, ingress or egress routes; amenities; parking lots; sidewalks; equipment; mountain and wilderness terrain; pools; hot tubs; terrain parks; indoor parks; dirt, ski, snow, and transportation trails (including jumps, ramps, rails, boxes, half pipes, and other features); zip lines; playgrounds; bounce houses; trampolines; airbags and other equipment used in the Activities; manmade and natural terrain features; rivers; lakes; mountain coasters; transport ski and snow trails (including jumps, rails, boxes, half pipes, and other park features), and any locations upon or within which the Activities occur.

**4. INHERENT RISK: I understand** My participation in the Activities, use of Facilities, and/or Equipment involves inherent and non-inherent risks which are obvious and necessary to the Activity and may result in **PROPERTY DAMAGE, INJURY AND/OR DEATH**. These risks include, but are not limited to: slipping; falling; slick or uneven walking surfaces inside and outside of the Facilities; surface and subsurface conditions; avalanches; cornices; moguls; jumps; ice; snow and ice conditions, including movement, variations in terrain; design, construction and condition of man-made or natural features including terrain parks, mountain bike and hiking trails and other manmade structures/activities; water bars; downed timber; forest growth; trees, tree wells and stumps; rocks and debris; marked and unmarked obstacles; snow immersion; bare spots; collisions or impacts with other people or objects, including manmade and/or natural features; terrain features; bridges, tunnels and culverts; competition venues; the decision-making, conduct and instruction of the Released Parties, including, but not limited to, rescue operations and/or medical care, allowing use or access to terrain, or an Activity or Equipment; the malfunction, misuse, or failure of Equipment or any product to perform as intended or represented; collisions or encounters with snowmaking equipment, snowmobiles, snowcats, grooming equipment, ATVs or other vehicles; lift loading, unloading, and riding; falls from lifts; and changing and adverse weather, entrapment, entanglement, drowning, and existing and changing water conditions. Despite these risks and all other risks, **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that might be associated with, arise from or be obvious and necessary to My participation in Activities and use of Facilities and/or Equipment.

**5. IMPORTANT: WAIVER OF LIABILITY, AGREEMENT TO INDEMNIFY, AND COVENANT NOT TO SUE:** To the fullest extent allowed by law, I **AGREE to assume all Inherent Risks as defined in this Agreement and/or that are inherent in participation in the Activities and to NEVER TO SUE** any of the Parties for any and all damages, injury, or death arising from the Activities, Facilities and/or Equipment, regardless of cause, including associated with or related to any Inherent Risk, allegedly **NEGLIGENT INSTRUCTION**, or any alleged **NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE** of the Parties. **I UNDERSTAND THIS COVENANT NOT TO SUE IS VALID EACH TIME I PARTICIPATE IN THE ACTIVITIES, VISIT THE FACILITIES, OR USE THE EQUIPMENT** and that it is binding upon signing and will prevent Me or any heirs, agents or representatives from filing suit or making any claim for damages in the event of property damage, injury, and/or death. Additionally, in the event that I, any legal representative, or other person acting on My behalf or for whom I signed this Agreement files a claim or a lawsuit arising from the Facilities, Equipment, or participation in the Activities, **I AGREE TO INDEMNIFY AND HOLD HARMLESS Parties** for any damages, attorney's fees or costs arising out of such claim or lawsuit and enforcing this Agreement. With full understanding of this Agreement, I enter it freely and voluntarily.

**6. PHYSICAL ATTRIBUTES AND ABILITY LEVEL:** I **understand** that I may be asked to provide information regarding My physical attributes or ability level, such as height, weight, age, skier release preference, snowboarder ability level, and experience level, and the Parties may use that information to determine access to Activities or Facilities, or to select or adjust Equipment. **I warrant** that any information I provide regarding My physical attributes or ability level will be accurate and complete and understand that inaccurate information may result in property damage, injury or death. **I agree to INDEMNIFY, HOLD HARMLESS and COVENANT NOT TO SUE**, the Parties from any claims and/or damages related to information regarding My physical attributes or ability level.

**7. EQUIPMENT AND SKI/SNOWBOARD BINDINGS:**

(a) **I authorize** Parties to perform that work necessary to mount, adjust, maintain, test and/or repair any Equipment. **I agree** to verify any ski binding visual indicator release settings and acknowledge those settings are appropriate. **I agree** for ski binding visual indicator settings to be set to manufacturer's suggested settings unless directly requested otherwise. **I acknowledge** that there may be an increased risk of injury as a result of my personal preferences for the ski binding settings and/or as a result of any changes I or anyone else make to the Equipment. **Notwithstanding the foregoing I may not be available or present when Minors' Equipment is fitted and adjusted and I hereby waive the opportunity to verify Equipment settings, including binding settings for skis and snowboards.**

(b) **I understand** that a ski/boot/binding system, will not release or retain under all circumstances where release or retention may prevent injury, nor is it possible to predict every situation in which it will release and it is, therefore, no guarantee of safety in the event of a fall or other event. Equipment with non-releasable bindings systems such as snowboards and snowshoes will not ordinarily release and are not designed to release during use. Although a binding system may reduce the risk of certain injuries, **I understand** it cannot protect against all injuries and/or death.

(c) **I acknowledge and fully understand** the use and function of Facilities and Equipment, and if I do not understand I agree to seek and receive instruction from Parties for their use. **I understand** it is My responsibility to inspect Facilities and/or Equipment, and not use the Equipment if any part is dysfunctional, loose, worn, damaged or missing. If I believe the Equipment is not functioning properly, I must stop, have the Equipment inspected, repaired or readjusted by the Parties before engaging in the Activities or using the Facilities. **I understand** the Equipment may only be used at the Facilities by Me.

(d) **I accept** the Equipment **AS IS** and **WITHOUT ANY WARRANTIES**. **I accept** full responsibility for the care of the Equipment. **I am responsible** for the replacement at full retail value of any Equipment that is not returned to the shop on a timely basis or is damaged beyond repair. **I agree** to return the Equipment in clean and good condition to avoid any additional charges.

(e) **I understand** that I will be charged for Equipment rental while it is in My possession, even if it is unused. Returns for any reason, including inclement weather, will not be an exception. Rental Equipment is nontransferable, and **I agree to INDEMNIFY** Parties for any damages related to any transfer, including but not limited to injury to the user of the Equipment.

**8. HELMETS:** The Parties recommend I wear a helmet and require Minors wear a helmet when receiving Activity lessons or instruction. **I understand** that no helmet can protect the user from all foreseeable impacts or injury. **I agree** that it is my responsibility to ensure the helmet properly fits and that helmets are not transferrable. **For My safety and the safety of future users, I agree to immediately inform rental shop personnel if a rental helmet experiences an impact.**

**9. PARENTS/GUARDIANS OF MINORS RECEIVING INSTRUCTION:** **I agree** that lessons or Activity instruction may end at any time and that I must be available to collect the Minors when instruction ends. **I agree** that Minors may not always ride ski lifts with an adult, may ride alone or with other Minors, and/or may become temporarily separated from the Activity instructor.

**10. MEDICAL RELEASE AND PERMISSION TO TREAT:** In the event of a medical emergency, **I give consent** to Parties to provide emergency first aid treatment and/or refer treatment to emergency personnel and other medical care providers if they deem it necessary at the time to preserve My life, limb or well-being. **I agree** to pay all costs associated with such treatment and related transportation, and to **INDEMNIFY and HOLD HARMLESS** the Parties for all related costs, legal and/or damages, **including claims alleging negligent medical treatment.**

**11. DIGITAL MEDIA AND DATA USE:** I acknowledge and agree that Parties, and any third party authorized by Parties, shall have the irrevocable right to film, videotape, photograph, and record Me or Minors' likeness and voice in perpetuity, and to use, display, and alter such media, including any media to be used in promotional products, licensed products, and all affiliated relationships, without compensation or restriction. I agree to use of my personal information and the processing of data in accordance with the Parties privacy policy available at [www.killington.com](http://www.killington.com).

**12. PASSES AND TICKETS ARE NOT TRANSFERRABLE, MAY NOT BE RESOLD AND ARE NON-REFUNDABLE:** Passes and tickets may be permanently confiscated without compensation if, in the sole judgment of the Parties, You: a) act in a manner that endangers someone's safety; b) are suspected of violating the law; c) provide lessons or services for compensation without permission; d) allow someone else to use Your pass or ticket; or e) engage in fraud, misconduct or create a nuisance. Re-issued passes may be subject to a replacement fee. I understand the Parties cannot guarantee conditions or the number of usable days in either the winter or summer seasons, and that refunds or credits will be at the sole discretion of the Parties.

**13. CLOSED AREAS:** I will keep out of all areas marked "Closed," or "Closed Area." If I travel beyond any ski area or other marked boundary, I ASSUME ALL RISKS associated with that travel, including avalanches, lack of patrolling, signage or other safety protocols. Once the ski season has ended, the Facilities associated with skiing and snowboarding are not patrolled.

**14. ONE AGREEMENT:** This Agreement will apply for every day I use the Facilities, any Equipment and/or engage in any Activity forever, until I execute a new or similar Agreement, or I revoke it in writing and that writing is accepted in writing and signed by the Released Parties' authorized representative. This Agreement shall be binding to the fullest extent permitted by law, upon My assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives, and if any portion is determined to be unenforceable by a court/tribunal all other parts shall remain in full force and effect. I agree to abide by all applicable laws, ordinances, and codes while participating in the Activity.

**15. VENUE, SEVERABILITY AND ENFORCEABILITY:** This Agreement applies to any Activity and the use of any Facilities/Equipment, including any activity/facility/equipment not specifically identified in this Agreement. I agree that the laws of the state of Vermont shall govern ALL RELATED CLAIMS and LAWSUIT, including those related to PROPERTY DAMAGE, INJURY and/or DEATH, and I agree that the exclusive jurisdiction for any claim or lawsuit that I or anyone on my behalf or for Me may bring shall be brought solely and exclusively in the state or federal courts in Rutland County, Vermont. The release of liability within this Agreement will not include claims based on gross negligence, intentional misconduct, recklessness, or other claims beyond ordinary negligence, within any state which does not allow a release of such liability.

**16. MINOR PARTICIPANTS:** Minors are required to have a legal guardian or authorized adult read and sign, verifying that the legal guardian/authorized adult has read and understands this Agreement and agrees to be bound by its terms.

I HEREBY EXPRESSLY AGREE that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Vermont and that if any portion hereof is held to be invalid, it is agreed that the balance shall continue to be in full legal effect. I further agree that the terms of this document in part or in whole shall be admissible in evidence as a legally binding agreement between myself, my heirs and assigns, and Parties.

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Participant Name: \_\_\_\_\_

Guardian Name: \_\_\_\_\_

Participant/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_