

EXPRESS ASSUMPTION OF RISKS & FORUM SELECTION AGREEMENT

(Please read carefully!)

WARNING: ALL FORMS OF ALPINE ACTIVITIES ARE HAZARDOUS. YOUR SAFETY IS DIRECTLY AFFECTED BY YOUR JUDGMENT. SKI/RIDE ONLY WITHIN YOUR ABILITY. BE ALERT TO THE MANY INHERENT RISKS OF THE SPORT INCLUDING, BUT NOT LIMITED TO, CHANGING WEATHER AND SURFACE CONDITIONS, MANMADE AND NATURAL OBJECTS, SNOW VEHICLES, DESIGN AND CONDITION OF NATURAL AND MANMADE TERRAIN FEATURES. COMPETITIVE SNOWBOARDING HAS NUMEROUS RISKS INCLUDING, BUT NOT LIMITED TO, FALLS ASSOCIATED WITH THE USE OF SNOWSHAPES AND TERRAIN ELEMENTS, SEVERE TERRAIN CHANGES, HARD OR UNEVEN LANDINGS AND COLLISIONS WITH OTHER COMPETITORS, SPECTATORS AND NATURAL AND MANMADE OBJECTS.

I am fully aware that all forms of alpine activities, especially competitions, are hazardous, filled with high risks and that falls, collisions and injuries are a common occurrence of these activities. I understand that the events of the NEPSAC Race will take place on steep, icy, and bumpy terrain filled with man-made features and that only I can decide whether I have the skill, experience and dexterity to successfully complete my runs. I acknowledge that I will be given the opportunity to inspect the venue prior to the competition and have been advised to do so. As a condition of being allowed to participate in the Event I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at the Mount Snow ski area and arising from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein.

I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred there from. I also agree that these risks are both obvious and necessary to these winter sports activities. Therefore, in consideration of all of the above I expressly 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 agree 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, affiliates, shareholders, agents, and/or employees (Mount Snow), as a result of any of my activities on the Mount Snow premises or the use of its facilities, that I will indemnify and hold harmless Mount Snow from such claims.

I further agree that any claim that I may at any time bring for any reason against Mount Snow shall be submitted to the jurisdiction of the State or Federal Court in the State of Vermont and no other jurisdiction and shall be governed by Vermont law.

I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts of this Agreement shall remain in full force and effect and that the conditions and covenants herein shall be binding on my heirs and assigns.

Participant _____ Signature _____ Date _____
Print Name

As a parent/guardian of the minor participant, I have the authority to sign this agreement and I hereby indemnify Mount Snow for awards and legal expenses, including reasonable attorney's fees and settlements arising out of the competitor's participation in this event.

Parent/Guardian
Signature _____ Date _____