

KILLINGTON SKI CLUB, INC.
KILLINGTON SKI CLUB – SKILLFULS and MASTERS RACING PROGRAMS

PROGRAM RULES, ENROLLMENT, EXPRESS ACCEPTANCE OF RISKS,
AND FORUM AGREEMENT
(Please Read Carefully!)

WARNING: All forms of alpine activities are hazardous, requiring the deliberate control and good judgment of the participants. Falls and injuries are a common occurrence of alpine activities, including competition clinics, race courses and the activities of Killington Ski Club (the “Owner”) Skillfuls and Masters Racing Programs (the “Programs”). The participants will be continually challenged in these Programs, performing difficult maneuvers on formidable terrain, including but not limited to race courses, mogul fields, terrain elements in and out of parks, playgrounds and half-pipes, and on natural and man-made jumps. These challenges, plus changing weather, visibility and surface and sub-surface conditions, such as ice, bare spots, trees; man-made objects such as racing gates and other race gear, timing equipment, lift towers, fences, signs, lift mazes, hydrants and pipes, snow grooming equipment, snowmobiles; variation in terrain, and slope design; or collisions with or falls resulting from such man-made objects or natural terrain modifications and features, and other skiers/riders, are INHERENT RISKS to all Alpine activities

PROGRAM PARTICIPANT RESPONSIBILITIES: The Registrant (hereinafter Registrant) named on the reverse side of this document enrolls in the Killington Ski Club Skillfuls and/or Masters Racing Programs (hereinafter referred to as Owner), subject to the rules and regulations of the Owner.

- The Registrant acknowledges the right of the Owner to make user of any pictures of the Registrant produced in connection with the activities of the Owner and further consents to use of said pictures for commercial purposes and waives any right to use thereof by the Owner.
- The Owner assumes no responsibility for activities undertaken by the Registrant without proper supervision and guidance.
- The Registrant agrees that in the event a claim is made against the Owner for personal injury that notice of said claim shall be made to the Owner by Registered Mail within 90 days of said personal injury. Failure on the part of the Registrant to deliver said notice shall constitute a waiver of the Registrant’s right to commence a lawsuit under the laws of the State of Vermont or any other jurisdiction.
- The Registrant acknowledges that any behavior which is, in the management’s opinion, misconduct, misuse or nuisance may result in suspension from the program and loss of skiing and snowboarding privileges, without refund, for an indefinite period.
- The Registrant acknowledges that in all Slalom, Giant Slalom, Super G., Downhill and Aerial events sanctioned by USSA, head protection is required, not only during the event itself but also when training for these events.
- For Masters Racing, the Registrant agrees to wear a helmet at all times when training in race courses, perform appropriate course inspection, and to use appropriate equipment following USSA Masters guidelines.
- The Registrant acknowledges that the provisions of the Program Rules and Enrollment Agreement form shall be binding upon the Registrant, his heirs, executors, administrators and assigns and shall be governed by the laws of the State of Vermont. The Registrant agrees that any dispute arising under this contract and/or from any use by the Registrant of any premises or facilities shall be litigated exclusively in the Superior Court of Rutland County, Vermont, or the U.S. District Court for the District of Vermont.
- The Registrant agrees that the terms of this document shall be admissible as a binding legal agreement between the Registrant and the Owner. The Registrant acknowledges that if a court determines that part of this document is inadmissible, that the remaining paragraphs shall remain in full force and effect.

(Continued on Reverse Side)

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(Continued from Reverse Side)

ACKNOWLEDGEMENT: I ACKNOWLEDGE and 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.

I, for myself and my heirs and assigns, hereby ACKNOWLEDGE and ACCEPT these INHERENT RISKS in order to become a more accomplished skier/boarder. Therefore in consideration of this, my knowledge and understanding of these sports and the benefits, terms, and conditions of this agreement, and for allowing me to use the premises of Killington Ski Club, Inc. (hereinafter “KSC”) and participate in these winter sports activities at Killington, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs to me and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein, except which may occur while being transported on a ski lift. I take full responsibility for any injury or damage to me that may result from the Programs and Promise not to sue KSC, its owners, affiliates, employees, and agents arising out of my participation in the Program and the inherent risks of the sport such as those listed above and those such as my placement in a particular skill level group, the selection of the terrain used by my group, the selection of the exercises or maneuvers which the group will be directed to perform during the Program, the placement of race gates, the location of the starting and finish line equipment, and other activities of the Program.

Therefore, in consideration of all of the above, I 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 have agreed they are defined herein. I also agree that in the event that anyone makes any claim against KSC, as a result of any of my activities on their premises, the use of their facilities, or while at Killington, that I will indemnify and hold harmless the Killington Ski Club, Inc. from such claims.

I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at the Killington Ski Club or at Killington shall be litigated exclusively in the Superior Court of Rutland County, Vermont, or the U.S. District Court for the District of Vermont.

I agree that this contract may be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death, which I may sustain as a result of my participation in the Program and caused by the inherent risks of winter sports.

I acknowledge that I have read, agree with, and understand the terms of the Season Pass Contract-Express Acceptance of Risks and Forum Selection Agreement and that I am signing it freely and that the terms of this contract state that I expressly accept all risk of damages, injury and/or death resulting in any way from any inherent risks of the sport in which I may participate at Killington. I also agree to abide by the terms of any rules of conduct for sports participants posted by the Program or contained in its seasonal trail guides or brochures.

Nothing herein is intended or should be construed to deprive or limit the participant’s right to assert a claim or defense protected by law. If any portion of this agreement is deemed unenforceable the remainder shall be given full force and effect.

Registrant/Legal Guardian’s Signature _____ **Date** _____

Printed Registrant/Legal Guardian’s Name _____

Home Telephone _____ **Local Telephone** _____

Mobile Telephone _____ **E-mail Address** _____

Witness’s Signature _____ **Date** _____

Printed Witness’s Name _____