

Sherburne Elementary School
Trailblazer SKIING / SNOWBOARDING PROGRAM
EXPRESS ACCEPTANCE OF RISKS AND FORUM SELECTION AGREEMENT

I understand and accept that skiing, snowboarding and other forms of winter mountain sports in which I or my child may participate at Killington Resort & Pico Mountain are hazardous with many inherent risks and resulting injuries or death. I and my child acknowledge that enrolling my child in this program affords me and my child significant discounted access to winter sports activities at Killington Resort & Pico Mountain. Therefore, in consideration of this, my knowledge and understanding of these sports, and being allowed to use the premises of Killington Resort & Pico Mountain and participate there in this winter sports program, I freely and willingly accept and voluntarily assume for both myself and on behalf of my child all risk of property damage, personal injury, or death to my child which occurs at Killington Resort & Pico Mountain and which results from my or my child's participation in this program and the inherent risks of such activities as they are defined herein, except damages, injury, or death which may occur while being transported on a ski lift at a time when my child is in full compliance with all rules and regulations regarding such transportation.

I and my child further agree that the phrase "inherent risks" means those risks that are listed in this agreement, or those that can reasonably be inferred therefrom. I and my child further agree that these risks are both obvious and necessary to this program. I and my child also agree that these inherent risks include but are not limited to changing weather, visibility and surface and sub-surface conditions, such as ice, bare spots, and trees; man-made objects such as lift towers, fences, signs, posts, lift mazes, hydrants and pipes, snow grooming equipment, snowmobiles; variations in terrain, and slope design; and collisions with or falls resulting from such man-made objects or natural terrain modifications and features, and other skiers/riders.

Therefore, in consideration of all of the above, I and my child agree that neither will not make any claim nor bring any suit for any damages, injury or death to my child which results from any such inherent risks, as I or my child have agreed they are defined herein. I and my child also agree, that in any event that anyone makes any claim against Windsor Central Supervisory Union and/or Sherburne Elementary School, or any of its officers, directors, agents, parent volunteers and/or employees, as a result of any of my activities or my child's activities at the Killington Resort & Pico Mountain or the use of their facilities, that I and my child will defend, indemnify and hold harmless Windsor Central Supervisory Union and/or the Sherburne Elementary School, its agents, servants and employees 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 Killington shall be litigated exclusively in the Superior Court of Rutland County, Vermont, or the U.S. District Court for the District of Vermont.

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

agree that this contract is binding upon myself, my heirs and assigns. To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself, and I further agree to indemnify and hold harmless Windsor Central Supervisory Union and/or Sherburne Elementary School for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using in this program. I acknowledge that I have read, agree with, and understand the terms of this Express Assumption of Risks and Forum Selection Agreement and that I am signing it freely and that the terms of this contract state that I expressly assume for my child all risk of damages, injury and/or death resulting in any way from any inherent risks of the program in which my child participates at Killington Resort & Pico Mountain. I also agree that my child will abide by the terms of any rules of conduct of this program.

If any portion of this agreement is deemed unenforceable the remainder shall be given full force and effect.

Parent/Legal Guardian's Signature

Date

Participant's Name (Please print)