

Killington/Pico Ski Resort Partners, LLC KMS Cycling Event:
May 2, 2018

EXPRESS ACCEPTANCE OF RISKS AND FORUM SELECTION AGREEMENT – PARTICIPANT

(Please read carefully!)

WARNING: Competitive cycling is hazardous with many inherent risks. These activities require the deliberate control and good judgment of the participant. Falls and collisions are a common occurrence of all cycling activities and can result in injuries and death.

I acknowledge my child's participation in Killington Mountain School's Cycling Event on May 2, 2018 (hereinafter "Event"). I and my child acknowledge that the Event is being organized, run, chaperoned, timed, and monitored by Killington Mountain School and not personnel of Killington Resort & Pico Mountain.

Therefore, in consideration of the WARNING information above, my knowledge and understanding of these cycling activities and the inherent risks of this sport, that the Event is run by Killington Mountain School and not Killington Resort & Pico Mountain. By allowing me and my child to use the premises of Killington Resort & Pico Mountain and participate in the Event, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death to me and my child which occurs at Killington Resort & Pico Mountain and which results from my child's participation in the Event and the inherent risks of such activities as they are defined herein.

I 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 also agree that these risks are both obvious and necessary to this program. I agree that these inherent risks include, but are not limited to: all activities for training and competition in the Event including: changing weather, visibility, surface and sub-surface conditions; collisions with manmade objects such as guard rails, fences, signs, posts and moving and parked motorized vehicles on roads, in parking lots and other areas along the competition course; collisions with registration, start and finish equipment; collisions with or falls resulting from such manmade objects, members of the cycling and driving public and other competitors; and variations in terrain, road, driveway and parking lot design.

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 me or my child against Killington/Pico Ski Resort Partners, LLC, or any of their parents, subsidiaries, affiliates, successors, assigns, related entities, officers, directors, shareholders, agents, volunteers, employees, or insurers [collectively "KPSRP"] 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 KPSRP or any of them as a result of any of my activities or my child's activities on their premises or the use of their facilities, and that I will defend, indemnify and hold harmless KPSRP and such individual[s] from such claims.

I further agree that any dispute arising under this contract and/or from any use by me and my child of any of the premises or facilities at KPSRP shall be litigated exclusively in the state or federal courts of Rutland County, Vermont. This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which my child or I may sustain as a result of my child's participation in this Event and caused by the inherent risks of cycling and competitive cycling. I further agree that this contract is binding upon me, 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 defend, indemnify and hold harmless KPSRP for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was participating in the Event. I acknowledge that I have read, agree with, and understand the terms of this Express Assumption of Risks and Forum Selection Agreement, 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.

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

Parent/Guardian sign here _____ L.S. Date _____

Parent/Guardian print name here _____

Participant sign here _____ Date _____

Participant print name here _____