Killington/Pico Ski Resort Partners, LLC
Jeep Jamboree USA Brushing & Trail Assessment: Summer 2015

Express Acceptance of Risks and Forum Selection Agreement – Participant and Volunteer

(Please read carefully!)

WARNING: **All forms of mountain activities including driving vehicles on or off resort work roads, trails and unmaintained roads and trails, and cutting and clearing brush, are hazardous. Risks include collisions or mishaps related to changing weather, visibility and surface conditions, variations in terrain, surface or subsurface water conditions, potholes, rocks, trees, branches, stumps and other forms of forest growth or debris, collisions or hazards such as lift components (all of the foregoing whether above or below ground surface), pole lines, fence posts and ropes and plainly marked or visible snowmaking equipment, and mechanical or driving failure. Use of power tools and equipment to cut and remove brush and trees is hazardous and contains high risks and can result in serious injury and death.**

I am fully aware that all forms of alpine activities, including driving and riding motorized vehicles on and off-road, carrying or being passengers in my or someone else's vehicle, and operating power and other tools are all hazardous activities with high risks. I acknowledge that only I know whether I and/or my minor child/children can safely participate in these activities. **I EXPRESSLY ACCEPT FOR MYSELF** the full responsibility for my decision to act in the capacity of a participant or volunteer for Mark A. Smith and Off Roading Inc. d/b/a Jeep Jamboree USA (hereinafter "Event") and accept any damage or personal injury of any kind that may result from my or my child's participation in these activities. I attest that I carry adequate automobile and personal health insurance for these activities. I hereby acknowledge that my automobile insurance coverage and limits conform to state law at a minimum.

As a condition of being permitted to participate in driving and/or transporting passengers in my personal vehicle, cutting and clearing brush, and to assess the viability of a future driving event and to use the ski area premises in or outside of my vehicle, I, for myself personally and/or as a representative of an off-road association, hereby **PROMISE NOT TO SUE** Killington/Pico Ski Resort Partners, LLC or Powdr Corp., its owners, affiliates, employees, agents, sponsors, volunteers and insurers (hereinafter "KPSRP") as I **FREELY AND VOLUNTARILY ACCEPT ALL RISKS** arising out of participating and/or volunteering in this Event including but not limited to those stated in the ***WARNING*** paragraph above

I further agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** KPSRP from and for any and all damages, claims and suits arising out of any personal injury including deathand all property or personal damage of any kind, relating to or arising out of its operation of the ski area and conditions of the ski area I am on or use, and related in any way to my participation in the Event at KPSRP.

I further agree that any claim I may at any time bring for any reason against KPSRP 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 also agree to pay and reimburse KPSRP any and all attorney fees, costs and expense incurred by KPSRP in responding to or defending any claim or litigation brought by me or on my behalf related to my participation in the Event, or incurred by KPSRP to enforce any terms of this Agreement including my indemnification obligations.

I agree this Agreement can be used as evidence, including against me, in any claim or suit brought by me or on my behalf. I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts of the Agreement shall remain in full force and effect, and that the conditions and covenants herein shall be binding on my heirs and assigns.

_____ _____

Participant please sign name (age 18 years and older) Date

_____

Participant please print name

As a parent/guardian of the participant named above, I acknowledge that I am authorized to sign this Agreement for the minor child. I agree to be bound by the terms and conditions of this Agreement including to indemnify KPSRP as set forth above arising out of the minor child's participation and his/her use of the ski area premises including but not limited to all obligations to pay or reimburse KPSRP for all attorney fees, costs or expenses under all terms noted above.

_____ _____

Parent/Guardian please sign name Date

_____

Parent/Guardian please print name