

**MMSC PARTICIPANT AGREEMENT**  
**EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT**

I understand and accept that participation in competitive skiing training and events, and other forms of winter mountain sports, are hazardous, with many inherent risks and resulting injuries. Therefore, in consideration of this knowledge, and being allowed to participate in Mt. Mansfield Ski Club (hereinafter MMSC) events and activities, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs as a result of my participation in the event or race and which occurs as a result of the inherent risks of the sports.

I further agree that the phrase "inherent risks" means those risks which 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 these winter sports activities. I agree that these inherent risks include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage (whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow); other risks and/or conditions including bare spots, forest growth and debris, stumps and trees, stream beds, water and/or waterbars, and other such conditions, whether or not they are visible, and/ or collisions with such objects; collisions with lift towers, signs, posts, fences or other enclosures, water and/ or air pipes or other manmade structures and/or their components such as hydrants used in snowmaking or for other necessary purposes, whether or not these structures are marked, padded or shielded; collisions with well marked or plainly visible snowmobiles, snow grooming, or other over-snow vehicles or equipment; collisions with other skiers, riders or others; variations in steepness of terrain including but not limited to roads, terrain modifications, features or variations which occur naturally or as the result of slope design, feature design, weather events and/or changes, snowmaking and/or snow grooming operations, or participant usage.

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 MMSC, or any of their respective officers, directors, shareholders, agents, employees and/or volunteers as a result of any of my activities on their premises or the use of their facilities, that I will, to the fullest extent allowed by law, release from liability, defend, indemnify and hold harmless MMSC 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 SMR and/or MMSC shall be litigated exclusively in the Superior Court of Lamoille 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 might make as a result of any damage, injury, and/or death, which I may sustain as a result of my 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 MMSC for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was participating herein. 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 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 MMSC. I also agree to abide by the terms of any rules of conduct for sports participants posted at Stowe Mtn Resort or contained in its seasonal trail maps or brochures or adopted by the MMSC.

This document is a legally binding contract, but is not intended to assert any claims or defenses which are prohibited by law. If any portion of this Agreement is deemed unenforceable, the remainder shall be given full force and effect.

I grant Stowe Mtn Resort and MMSC permission to use my image in advertising and promotional materials in the event it is captured on the premises.

_____ Printed name of Participant (If participant is under 18, signature of parent/legal guardian is required.)	_____ Signature of Participant	_____ Date
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_____ Printed name of Participant (If participant is under 18, signature of parent/legal guardian is required.)	_____ Signature of Participant	_____ Date
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_____ Printed name of Participant (If participant is under 18, signature of parent/legal guardian is required.)	_____ Signature of Participant	_____ Date
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_____ Printed name of Parent/Guardian	_____ Parent/Legal Guardian signature	L.S. _____ Da
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