

BOLTON VALLEY
ASSUMPTION AND ACCEPTANCE OF RISK, RELEASE AND INDEMNITY AGREEMENT

I, _____, understand and accept that snowboarding, alpine, nordic and freestyle skiing and racing, tubing, mountain biking, horseback riding and such other recreational activities as Bolton Valley may offer throughout the year are recreational activities that are hazardous with many inherent risks resulting in serious personal injury, death or property damage and that there are natural, mechanical, and, environmental conditions and risks, which independently or in combination with such recreational activities may cause property damage, or physical injury, including severe or even fatal injuries to me or others, I freely and willing accept, and voluntarily **ASSUME** responsibility for such risks.

I agree that the phrase "inherent risks" means those risks, which are listed in this agreement, or those risks than can be reasonably inferred there from. I also agree that these risks are both obvious and necessary to the pursuit of these recreational activities. I agree that these inherent risks include but are not limited to changing weather conditions; surface and/or sub-surface conditions as they may from time to time exist and may change or be affected by weather, participant usage, and whether such conditions are surface or sub-surface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, loose gravel, standing/flowing water, and/or machine made or machine enhanced snow or rocks, bare ground or earth; other conditions including bare spots, rocks, forest growth and debris, stumps and trees, stream beds and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences, or other enclosures, water and/or air pipes or other man-made structures, and/or their components such as hydrants and moveable equipment used in snowmaking or for any other necessary purposes; collisions with well-marked or plainly visible snowmobiles, snow grooming, and/or other on-property vehicles and/or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain may occur naturally or as the result of slope design, this includes terrain parks and terrain park features, weather changes, snowmaking and/or snow grooming operations, or participant usage.

I agree that I am alone responsible for: (a) my safety while participating in any and all such recreational activities while on Bolton Valley premises or when otherwise engaging in the use or enjoyment of said premises or while going to or from said premises; and (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in such activities. In consideration for Bolton Valley's permission to engage in any such activity, I hereby **RELEASE** and **HOLD HARMLESS** the owners and operators of the Bolton Valley, including Mountain Operations and Development LLC., Redstone, and Bolton Valley and their agents, representatives, officers, directors and employees in advance, from any and all liability whether foreseeable or unforeseeable resulting from my participation in any such activity, including any such claims regarding the design or condition of any equipment utilized by me in such pursuits without regard to whether such equipment is specified or recommended by such persons or entities identified herein.

To the extent I am also participating in any such activity which is promoted, sponsored or organized by any individual or entity other than those mentioned above, I also release any such promoter, sponsor, organizer, or club and their agents, representatives, officers, directors and employees from such liabilities and claims as well.

I further agree to forever **HOLD HARMLESS** and **INDEMNIFY** all person and entities identified above, generally and specifically from any and all liability for death, personal injury or property damage, resulting in any way from the aforementioned activities and uses or enjoyment.

I further agree that my privileges may be revoked by any representative or employee of the aforementioned persons and entities without refund at any time for misconduct, misuse, or nuisance.

I understand that it is my or my parent or guardian's sole and exclusive responsibility to provide valid and sufficient medical and accident insurance to cover medical or other injury or illness costs that may result from the aforementioned uses and enjoyment. I release all persons and entities identified above from providing this coverage for me.

I agree that I will accept and abide by the rules and regulations of the owners and operators of the Bolton Valley and any other rules or regulations imposed by the promoters, sponsors and organizers of any particular activity.

This contract may also be plead as an affirmative defense to any claim that I may make as a result of any damage, injury, and/or death which I may sustain as a result in my participation in recreational/sport activities and caused in whole or in part by one or more inherent risks of recreational/sports activities. I further agree that this contract is binding on 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 further agree to indemnify and hold harmless, the owners and operators of the Bolton Valley, including Mountain Operations and Development LLC., Redstone, and Bolton Valley and their agents, representatives, officers, directors and employees, for any claims brought on behalf of the minor relating to any damages, injuries, and/or death sustained by the minor.

I also give permission to Bolton Valley to (a) photograph/video me, use, re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs, or any medium and for any purpose whatsoever, including (but not by

way of limitation) illustration, promotion, and advertising and trade, and (b) use my name in conjunction therewith if it so chooses. I hereby release and discharge Bolton Valley from any and all claims and demands arising out of or in connection with the use of the photographs, including any and all claims for libel. This authorization and release shall also transfer to the benefit of the legal representatives, licensees, and assigns of Bolton Valley.

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 Bolton Valley shall be litigated exclusively in the Superior Court of Chittenden County, Vermont, or the U.S. District Court for the District of Vermont.

I acknowledge that I have read, agree with, and understand the terms of this "Assumption and Acceptance of Risk, Release and Indemnity Agreement", and that I am signing it freely and of my own will.

Date: _____ Signature: _____

PARENT/GUARDIAN: By signing this Acknowledgment of Risk Release and Indemnification as Parent/Guardian, I authorize and consent to my ward or child's participation in the above-described activities and acknowledge that I understand that any and all risk whether known or unknown, is expressly assumed by me, and all my claims whether known or unknown are expressly released in advance pursuant to the terms hereof. I agree to indemnify all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from my child or ward's participation in any activities noted above. Further, I agree to authorize Bolton Valley Resort and its representatives and assigns to photograph and use the image of my child or ward as per the conditions above.

Date: _____ Signature: _____
Signature of Guardian if participant is under 18 years old

PASS PROTECTION: I understand that Pass Protection is available for \$35 and allows me to get a replacement pass card at no charge if mine is lost (limited to 1 replacement pass card), and a day ticket at no charge if I forget my pass on a specific day (maximum 2 uses). Without pass protection a replacement pass card is \$50, and, a day ticket is \$30.

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