

**BOLTON VALLEY RESORT EXPRESS ASSUMPTION OF RISK, RELEASE AND INDEMNITY,  
And FORUM SELECTION AGREEMENT**

I, \_\_\_\_\_ understand and accept that snowboarding, alpine, nordic and freestyle skiing, racing, jumping, skinning, and such other recreational activities (“**Activities**”) which Bolton Valley Resort (“**Bolton**”) may offer throughout the year, are hazardous with many inherent risks which can result 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 Activities, may cause property damage, or physical injury, including severe or even fatal injuries.

**I FREELY AND WILLINGLY 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 that can be reasonably inferred there from. I also agree that these risks are both obvious and necessary to these activities. I agree that these inherent risks include but are not limited to encounters/collisions with other participants, 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, grooming, snowmaking, and/or participant usage, and which may or may not be visible; 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, standing/flowing water, waterbars, machine made or machine enhanced snow, 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 buildings and/or 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, terrain modifications and/or variations in terrain which may occur naturally or as the result of slope design, freestyle terrain parks and freestyle terrain features, weather changes, snowmaking and/or snow grooming operations, or other participant usage.

-I agree that I am responsible for: (a) my safety while participating in any and all such Activities while on Bolton premises or when otherwise engaging in Activities or while going to or from Bolton; and (b) selecting, utilizing and maintaining the equipment necessary for my participation in such Activities. In consideration for Bolton’s permission for me to engage in any such Activity at Bolton, I hereby **RELEASE** and **HOLD HARMLESS** the owners and operators of the Bolton, including BVR LLC., and Bolton Valley and their agents, representatives, officers, directors and employees, promoters, sponsors, volunteers, organizers or clubs (“**Bolton Valley Resort**”) in advance, and to the fullest extent allowed by law, from any and all liability whether foreseeable or unforeseeable resulting from my participation in any such Activity, including any such claims alleging negligence regarding the lands, facilities and/or equipment utilized by me in such Activities. I further agree to forever **HOLD HARMLESS** and **INDEMNIFY** Bolton Valley Resort, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from the aforementioned Activities and any aforementioned inherent risks.

-I further agree that my privileges may be revoked by any representative of Bolton Valley Resort 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 medical and accident insurance to cover injury or illness costs that may result from these Activities. I exempt all persons and entities identified herein from any claim to provide this coverage for me.

-I agree that I will accept and abide by the rules and regulations posted at Bolton Valley Resort and any other rules or regulations posted by the promoters, sponsors and organizers of any particular Activity as well as all posted signs and warnings, including any contained in any seasonal trail maps/brochures.

-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 of these Activities and caused in whole or in part by one or more inherent risks. 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 I further agree to indemnify and hold harmless the owners and operators of Bolton Valley Resort 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 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 Resort 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.

**FORUM SELECTION AGREEMENT**

**I further agree that any dispute arising under this contract and/or from any use by me of any of the premises/ facilities and/or equipment at Bolton Valley Resort 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 “Express Assumption of Risk, Release, Indemnity, and Forum Selection Agreement”, and that I am signing it freely and of my own will.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**PARENT/GUARDIAN:** By signing this Express Assumption of Risk Release, and Forum Selection Agreement 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 the risks whether known or unknown, are expressly assumed, and all claims whether known or unknown are expressly released pursuant to the terms of this Agreement. I agree to indemnify all persons and entities identified above, including medical and other costs incurred by me, 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 herein identified. 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 Parent/Guardian if participant is under 18 years old*

**PASS PROTECTION:**

I understand that Pass Protection is available for \$15 and allows me to get a complimentary pass reprint if I lose my pass (**limit one use only per season**). Additional charges will apply for additional pass reprints over what is allocated above, a replacement pass is \$50. I understand that if I do not purchase pass protection a replacement pass is \$50, and, a day ticket is \$30. \_\_\_\_\_ Initial