

Express Acceptance of Risks, Release, Indemnification & Forum Selection Agreement

(PLEASE READ CAREFULLY!)

WARNING: All forms of alpine activities such as skiing, tubing, and snowboarding, including the use of lifts, are hazardous. Falls and injuries are a common occurrence, requiring good judgment with deliberate and conscious control through the infinite risks encountered in the ever-changing conditions and dangers of all alpine activities. Your safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Participate in alpine activities only within your ability level.

INHERENT RISKS: Be alert to continually changing weather, visibility and surface conditions and other inherent risks including, but not limited to existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects; lift and snowmaking towers and components thereof; lights, signs, posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness of terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features such as those found in terrain parks; the presence of and collisions with others; and the failure of others to participate in alpine activities safely, in control or within their own ability. I hereby agree that these risks are both obvious and necessary to these alpine activities.

As a condition of being permitted to use the ski area premises as a season pass holder, I hereby **Promise Not to Sue** whichever ski area this pass is used at including Mount Snow Ltd., Crotched Mountain, Attitash Bear Peak, Jack Frost Ski Resort, Big Boulder Ski Resort (or any other ski area where this pass is valid), and Peak Resorts Inc., their owners, affiliates, employees and agents (hereinafter the Ski Area), as I freely, **voluntarily and expressly accept all risks** of injury, death or property damage occurring thereon from the inherent risks such as those listed above or those that can reasonably be inferred therefrom.

RELEASE/ INDEMNIFICATION: I further agree to **Release, Hold Harmless and Indemnify** the Ski Area from any and all liability for personal injury including death, and property damage from any alleged negligence in the operation, maintenance or design of the Ski Area and any other inherent risks of these alpine activities, such as those listed above, and from my participation in alpine activities at the Ski Area. **I accept for myself the full responsibility for any and all such damage or injury of any kind that may result from my actions. As such I realize that by signing this agreement I am giving up all rights to sue the Ski Area.**

FORUM SELECTION

I further agree that any claim that I may at any time bring for any reason against the Ski Area, shall be submitted to the jurisdiction of the State or Federal Court in the State in which the Ski Area is located and no other jurisdiction and shall be governed by the laws of that State.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law all other parts shall remain in full force and effect and that the above provisions shall be binding upon my heirs and assigns. I understand and agree that this document may be used by the Ski Area to defend any claim I may bring for injuries sustained as a result of my participation in and caused by the inherent risks of alpine activities.

I agree (1) to visibly display the season pass when boarding lifts; (2) to present the season pass to any authorized representative or management upon request; and (3) to refrain from misconduct or reckless skiing or riding, acknowledging that the season pass may be revoked without refund.

The Season Pass is valid through the end of the 2009-2010-ski season. All multi-resort passes are valid only at those designated resorts which are owned by Peak Resorts Inc.

MINORS- As a parent/guardian with legal responsibility of the minor passholder(s) named below, I represent that I am authorized to accept this agreement for the minor child. I consent and agree that I, for myself, and for the said minor passholder(s) to be bound by this Express Acceptance of Risks, Release Indemnification & Forum Selection Agreement and I hereby indemnify the Ski Area for awards, legal expenses and settlements arising out the child's participation in alpine activities at the Ski Area resulting from any alleged negligence by the Ski Area in the operation, maintenance or design of the Ski Area and any other conditions of the Ski Area's premises.

Prohibited Use- Each pass is non-transferable, for your personal use only! I understand and agree that if someone other than myself ever attempts to uses my pass, I will lose the pass and its privileges for the remainder of the 2009-2010 season no matter who is at fault for such illicit use. Be advised that such prohibited use is considered Theft of Services under state law.

Each adult must read and agree to this contract and sign to process order

1. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
2. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
3. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
4. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
5. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
6. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
7. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
8. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date

Name of Parent or Guardian if pass holder is under 18
(please print)

Signature of Parent or Guardian if pass holder is under 18

Date

Mail: Mount Snow
PO Box 2810
West Dover, VT 05356

Fax: 802-464-4141