

**Liability Acknowledgment, Acceptance of Risks and Promise Not to Sue
(PLEASE READ CAREFULLY!)**

WARNING: All forms of skiing, snowboarding and alpine activities, including the use of lifts, are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Ski or ride only within your own ability. 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, cutup and machinemade 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 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 snowgrooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other manmade structures or objects and their components, and collisions with or falls resulting from such manmade objects; variations in steepness of terrain, whether natural or as a result of slope design; snowmaking or snowgrooming operations, including but not limited to ski jumps, roads and catwalks or other manmade or natural terrain modifications and features; the presence of and collisions with other skiers/riders; and the failure of others to ski/ride safely, in control or within their own ability.

As a condition of being permitted to use the ski area premises I hereby promise not to sue Sugarbush Resort, Summit Ventures NE, LLC, their owners, affiliates, employees and agents (hereinafter the Ski Area), as **I freely and voluntarily accept all risks of injury, death or property damage occurring thereon.**

I further agree to 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 conditions of the Ski Area's premise such as those listed in the WARNING paragraph above, and from my participation in alpine activities at the Ski Area. I am fully aware that all forms of alpine activities are hazardous, filled with high risks and that falls, collisions and injuries are a common occurrence in these activities. I accept for myself the full responsibility for any and all such damage or injury of any kind that may result from my actions.

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 of Vermont 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 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.

As a parent/guardian with legal responsibility of the minor passholder(s) named below, I represent that I am authorized to sign 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 the Liability Acknowledgement, Acceptance of Risks and Promise Not to Sue and I hereby indemnify the Ski Areas, 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 premise.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Parent/Guardian Signature

Parent/Guardian Name

Signature of pass holder

Date

Print Full Name as on Pass