

**STOWE MOUNTAIN RESORT SEASON PASS -EXPRESS ASSUMPTION OF RISKS and FORUM SELECTION AGREEMENT**

I understand and accept that skiing, snowboarding, cross-country skiing, sledding and other forms of winter mountain sports in which I may participate at Mt. Mansfield Company, Inc., d/b/a Stowe Mountain Resort, herein referred to as (SMR), are hazardous with many inherent risks and resulting injuries or death. I acknowledge that my season pass affords me significant discounted access to winter sports activities at SMR. Therefore, in consideration of this, my knowledge and understanding of these sports and the benefits, terms, and conditions of my season pass agreement, and being allowed to use the premises of SMR and participate there in winter sports activities, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at SMR and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein.

I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred there from. 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 conditions including bare spots, forest growth and debris, stumps and trees, stream beds, water and/or water bars, and other such objects, 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 padded or shielded; collisions with well marked or plainly visible snowmobiles, snow grooming, or other over-snow vehicles or equipment; collisions with other skiers or recreationalists; variations in steepness of terrain including but not limited to roads and/or other terrain modifications, features or variations which occur naturally or as the result of slope and/or terrain feature design, weather 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 agreed they are defined herein. I also agree, that in the event that anyone makes any claim against SMR or any of its officers, directors, shareholders, agents, and/or employees, as a result of any of my activities on their premises or the use of their facilities, that I will indemnify and hold harmless SMR 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 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 or that may be made on my behalf 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 contact on them as well as on myself, and I further agree to indemnify and hold harmless SMR for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using their pass. I acknowledge that I have read, agree with, and understand the terms of this Season Pass Agreement-Express Assumptions 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 SMR. I also agree to abide by the terms of any rules of conduct for sports participants posted at SMR or contained in its seasonal trail maps or brochures.

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

**Please be prepared to have your pass scanned prior to lift access. If pass holder is under 18, signature of parent/legal guardian is required before skier/rider will be allowed to pick up and/or use the season pass.**

<b>Pass Holder #1 – Name (print):</b>	<b>Signature:</b>	<b>Date</b>
<b>Pass Holder #2 – Name (print):</b>	<b>Signature:</b>	<b>Date</b>
<b>Pass Holder #3 – Name (print):</b>	<b>Signature:</b>	<b>Date</b>
<b>Pass Holder #4 – Name (print):</b>	<b>Signature:</b>	<b>Date</b>