

STOWE MOUNTAIN RESORT HARNESSED ACTIVITIES
ASSUMPTION OF RISKS and FORUM SELECTION AGREEMENT

I accept and understand that the ZipTour, Treetop Adventure and Stowe Rocks are hazardous and inherently risky sports, and participation in these sports may result in severe personal injury, property damage, or death. By my acceptance of the terms of this agreement, and/or by use of the associated premises and facilities of Mt. Mansfield Company, Inc., d.b.a. Stowe Mountain Resort (herein SMR), I freely, willingly and expressly accept and voluntarily assume any and all risk of property damage, personal injury, or death which might occur as a result of my participation in any of these harnessed activities or the use of any equipment related thereto.

I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred therefrom. I also agree that these risks are both obvious and necessary and that they include but are not limited to injuries or death from falls from height; twisting, straining, stretching or abrupt movements; pinching from or entanglement with the equipment; the presence and activities of other participants; uneven, variable walking and climbing surfaces; tall and/or slippery grass; changing and severe weather, including precipitation, electrical storms and high winds; equipment malfunction; nausea and/or disorientation from vertigo or motion sickness; fear of heights and anxiety; increased heart rate and stress; and the presence of wildlife.

I agree not to make any claim or to bring any suit against SMR, or any of its owners, officers, directors, agents/employees and/or volunteers as the result of any harm or injury which I sustain as a result of the use of any equipment or any portion of the area of SMR for these or other related sporting activities, and the inherent risks associated with them, agreeing myself to be totally and personally responsible for any such harm, injury or death. **I agree that any dispute arising from this agreement and/or from any use of any facilities at SMR shall be litigated exclusively in Superior Court of Lamoille County, Vermont or U.S. District Court of Vermont.** I further agree that this agreement 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 agreement 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 participating herein.

I further accept and understand that where instruction may be provided in connection with the use of any facility or area of SMR, that the instructor will not be responsible for protecting me from any bodily injury or harm or property damage. I further agree that any use of the harnessed activities or other SMR facilities confirms absolutely my agreement to be bound by all of these terms and conditions and those posted conditions in the areas where the activities take place, whether I personally purchased access to these activities or it was provided to me. I grant SMR and TreeGo Canada permission to use my image in advertising and promotional materials in the event it is captured on the premises. I agree that I will return to SMR the harness, trolley and associated components directly after the conclusion of my participation, and that I am financially responsible for the replacement of this equipment in the event that I do not promptly return it.

IF YOU DO NOT AGREE TO THESE TERMS. DO NOT PARTICIPATE IN THESE HARNESSED ACTIVITIES.

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Date: _____

If Participant is Under Age 18, a Parent or Guardian Must Review and Sign Agreement

Parent/Guardian Signature

Date