

MOUNTAIN SPORTS ACTIVITY

ASSUMPTION OF RISK, RELEASE, FORUM SELECTION AGREEMENT



OKEMO MOUNTAIN RESORT · 77 OKEMO RIDGE ROAD, LUDLOW, VT 05149 · PHONE: 802-228-4041 · WWW.OKEMO.COM

1. **All types of mountain sports activities involve Inherent Risks.** I understand that Zipline Tours, Segway Tours, Climbing Wall, Schweppes Air Bag, Haulback Challenge Course, golf, hiking, alpine sliding, mountain coaster, mountain biking and other mountain sport activities ("Mountain Sports") in which I participate at Okemo Mountain Resort ("Okemo") are hazardous with many inherent risks and other dangers which may result in injuries and/or death. I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, and/or death which occurs at Okemo and which results from my participation in Mountain Sports.
2. **The term "Inherent Risk" includes but is not limited to,** falls from height; slips, trips, stumbles and falls; collisions, crashes and/or other accidents resulting from and/or related to variations in terrain, rocks, bumps, ruts, waterbars, tall and/or slippery grass, trees, tree roots, forest growth, rocks, boulders, logs, uneven and/or variable trails, routes and/or roadways; changes in surface and subsurface conditions and/or foliage; equipment malfunction; excessive speed and/or loss of control; changes in weather; activities and/or inattention of other Mountain Sports participants; errant balls; impacts with water and sprinkler devices, and collisions with buildings, trees, structures, and/or vehicles.
3. **The term "Participant"** as used throughout this AGREEMENT includes but is not limited to mountain bikers, hikers, climbers, mountain coaster riders, zipline canopy riders, jumpers, tour participants, golfers and any other recreational users at Okemo regardless of the Mountain Sports activity and/or season.
4. **By signing this AGREEMENT, the Participant**
 - a. ASSUMES ANY AND ALL RISKS OF INJURY OR DEATH
 - b. WAIVES, RELEASES, to the fullest extent allowed by law, and AGREES NOT TO SUE, MAKE ANY CLAIMS or FILE ANY ACTIONS against Okemo Mountain Resort, Okemo Mountain, LLC, Triple Peaks, LLC, its subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents that are based on, arise out of, or result from, in whole or in part, participation in any Mountain Sports activities, INCLUDING ANY CLAIMS THAT OKEMO AND/OR ITS STAFF ACTED NEGLIGENTLY.
 - c. INDEMNIFY, DEFEND and HOLD THE INDEMNIFIED PARTIES HARMLESS, to the fullest extent allowed by law, from any and all claims, demands, actions, causes of action, losses, or liabilities whatsoever arising from or related to participation in any Mountain Sports and any loss, damage, injury, and/or death, that may be sustained by the Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any indemnified party in defending an investigation, claim, or suit brought by or on behalf of undersigned.
 - d. Understands that age and height restrictions are in place to use the Timber Ripper Mountain Coaster: Passenger 3 years old and 36" tall. Driver 8 years old and 52" tall. Driver with Passenger 16 years old.
5. **I agree to abide by all instruction and rules of conduct posted or provided.**
6. **I agree it is my sole responsibility** to view any activity prior to participation and to not participate if the area, adjacent areas and/or conditions are not to my satisfaction.
7. **I consent to the use of any pictures** (video or print) for commercial purposes in conjunction with these activities, without restriction as to frequency, duration or medium.
8. **I hereby certify that I am physically fit** and have no medical conditions, limitations, or allergies that affect my ability to participate in any form of Mountain Sports which I sign up for.
9. **I further agree that any dispute arising from any use by me of any of the facilities at Okemo shall be litigated exclusively in the Vermont Superior Court, Windsor Civil Division or the U.S. District Court for the District of Vermont.**
10. **I further certify that any minor children under the care and custody of Participant** will be supervised at all times by Participant, a parent, legal guardian and/or a designated supervising adult. Participant warrants that neither Participant nor any minor(s) under his/her care and custody have any known medical conditions or disabilities which may be incompatible with participation in Mountain Sports. PARTICIPANTS UNDER THE AGE OF 6 MUST AT ALL TIMES BE THE RESPONSIBILITY OF AND BE IMMEDIATELY ACCOMPANIED BY RELEASOR and/or the minor's parent or legal guardian. **I agree by signing this document on behalf of any minor of any age, I represent and guarantee that I have full authority to do so realizing the full binding effect of this Agreement on myself as well as the minor.**

1.				
	PRINT NAME	AGE	SIGNATURE	DATE
2.				
	PRINT NAME	AGE	SIGNATURE	DATE
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	PRINT NAME	AGE	SIGNATURE	DATE
6.				
	PRINT NAME	AGE	SIGNATURE	DATE

PRINT NAME OF PARENT / LEGAL GUARDIAN FOR ALL MINORS ABOVE

SIGNATURE OF PARENT / LEGAL GUARDIAN

DATE