

**Burke Mountain Bike Park Day Ticket,
Warning, Express Assumption of Risk, Release & Forum Selection Agreement**

I understand and accept that mountain biking and other forms of mountain sports in which I may participate at Burke Mountain Resort and the Burke Mountain Bike Park ("Burke Mountain Resort") are hazardous with many inherent and other risks that can result in personal injuries and death. I acknowledge that this Burke Mountain Bike Park Day Ticket, Warning, Express Assumption of Risk, Release & Forum Selection Agreement ("Ticket") affords me day-of-purchase access to spring, summer and/or fall mountain sports activities ("Mountain Sport Activities") at Burke Mountain Resort. In consideration of this, my knowledge and understanding of these sports and the terms and conditions of this Ticket, and in exchange for being allowed to participate in Mountain Sport Activities at Burke Mountain Resort, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which may result from participating in such Mountain Sport Activities at Burke Mountain Resort and the inherent and other 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 therefrom. I also agree that these risks are both obvious and necessary to these Mountain Sport Activities. I agree that these inherent risks include but are not limited to changing weather conditions, surface and/or subsurface ground conditions as they may from time to time exist and may change or be affected by weather, bike rider, animal or other participant usage, and whether such conditions are surface or subsurface or consist of mud, clay, dirt, rock, roots, wood, water, gravel, crushed stone, logs, pavement; other conditions including bare spots, forest growth and debris, stumps and trees, streambeds, and other natural hazards, and/or collisions with such hazards; collisions with lift towers, signs, bike park features, bridges, rails, posts, fences, water and/or air pipes and/or other manmade structures, and/or their components such as hydrants used in snowmaking, collisions with well-marked or plainly visible vehicles, emergency extraction equipment, and/or other equipment; variations in terrain that occur naturally or as the result of trail design, weather changes, and/or participant usage; riding and/or walking on uneven and/or unstable terrain; injuries caused by speed, loss of control, inattention, tip overs and/or falls; encounters with others; exposure to the elements, extreme temperatures, inclement weather and encounters with wildlife; and unavailability of immediate medical attention in case of injury and/or complications from rescue from a remote area.

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 or other risks, as I have agreed to the terms that are defined herein. I HEREBY AGREE to RELEASE, INDEMNIFY AND HOLD HARMLESS Burke Mountain Resort, Burke Mountain Resort, LLC, Burke Mountain Operating Company and their affiliates, agents, employees, contractors, directors and officers ("BMOC"), to the fullest extent allowed by law, from and against all claims, judgments, injuries (including severe personal injury and/or death), costs, medical bills, expenses, damages, and other injuries, including but not limited to reasonable attorney's fees which may arise out of the enforcement of this Ticket and/or out of the activity covered by this Ticket, and specifically including claims for negligence of BMOC and/or BMOC's staff members. I agree to reimburse BMOC for any expense whatsoever incurred in connection with any legal action brought as result of the participation in the activity subject of this Ticket. I also agree, that in the event that anyone makes any claim against BMOC, as a result of any of my activity on their premises or the use of their facilities, that I will indemnify and hold harmless BMOC from such claims.

**FORUM SELECTION AGREEMENT
(Please Read Carefully)**

I further agree that any dispute arising out of this use of this Ticket or from any use by me of any of the premises or facilities at BMOC shall be litigated exclusively in the Superior Court of Vermont, Caledonia Civil Division or the U.S. District Court, District of Vermont. This contract may be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death, which may be sustained as a result of participation in or caused by the

inherent risks of Mountain Sport Activities. 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 a minor, I represent and guarantee that I have full authority to do so realizing the full binding effect on them as on myself, and I further agree to indemnify and hold harmless BMOC for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using the Ticket. I acknowledge that I have read, agree with, and understand the terms of this Ticket, and that I am signing it freely and that the terms of this contract state that:

- I agree that if any portion of this Ticket is found to be unenforceable and/or against public policy, only that portion of this instrument shall be stricken and all other portions shall survive and remain fully enforceable. I specifically waive any unenforceability or public policy argument that may be made by me, on my behalf, by my estate or anyone who would sue BMOC and/or their agents, employees, directors and officers, for injuries and/or death arising out of the Mountain Sport Activities subject of this Ticket.
- I expressly assume all risk of damages, injury, and/or death resulting in any way from any inherent and other risks of the Mountain Sport Activities in which I may participate at Burke Mountain Resort. I also agree to abide by the rules of conduct for sports participants as posted at Burke Mountain Resort or contained in its seasonal trail maps and brochures.
- I understand that this Ticket will be scanned at all lifts and at the entrance to the Toll Road to access the summit bike trails.
- I understand that this Ticket is non-transferable and that the use or attempted use of this Ticket by someone other than the single intended user is theft of service, and is against the law. The unauthorized use or attempted use of this Ticket will result in the immediate voidance of the Ticket for the remainder of the day, regardless of the circumstances.
- No person may solicit or conduct any business activity on the premises without express written consent of management.
- All products sold by BMOC are not eligible for refunds or credits.
- Products lost or stolen are the responsibility of the purchaser and will not be replaced by BMOC.

Signature of Ticket Holder

Date

Printed Name of Ticket Holder

(If Ticket Holder is under 18 years of age, signature of parent/legal guardian is also required before Ticket Holder will be allowed to pick up and/or use the Ticket.)

Signature of Parent/Legal
Guardian

Date

Printed Name of Parent/Legal
Guardian