



***2019/2020 Burke Mountain Resort Uphill Travel/Skinning/Hiking
Agreement-Express Assumption of Risks and Forum Selection Agreement***

I understand and accept that skiing and other forms of winter mountain sports in which I may participate at **Burke Mountain Resort** are hazardous with many inherent and other risks that can result in injuries and death. I acknowledge that uphill travel during or outside of resort operating times exposes me to inherent risks including but not limited to collisions with other skiers and/or objects. I acknowledge that use of the ski trails and/or properties at Burke Mountain Resort outside of operating times is at my own risk, and that no Ski Patrol emergency services are available during those times. I understand and will adhere to the approved uphill travel routes as defined in this agreement. Therefore in consideration of this, my knowledge and understanding of these sports and the benefits, terms and conditions of my Uphill Travel/Skinning Agreement, and being allowed to use the premises of **Burke Mountain Resort** 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 may occur at **Burke Mountain Resort** and which results from participating 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 therefrom. 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, and 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, streambeds, and other natural objects and/or collisions with structures, and/or collisions with such objects; collisions with lift towers, signs, terrain park features 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; collisions with well marked or plainly visible snow mobiles, snow grooming, and/or other over snow vehicles or equipment; variations in terrain that occur naturally or as the result of slope 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 have agreed to the terms that are defined herein. I also agree, that in the event that anyone makes any claim against **Burke Mountain Resort** or **Burke Mountain Operating Company**, or any of its officers, directors, shareholders, agents, and/or employees, as a result of any of my activity on their premises or the use of their facilities, that I will indemnify and hold harmless **Burke Mountain Resort** and **Burke Mountain Operating Company** 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 **Burke Mountain Resort** shall be litigated exclusively in the Superior Court of Caledonia 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 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 me, 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 of this contract on them as on myself and I further agree to indemnify and hold harmless **Burke Mountain Resort** and/or **Burke Mountain Operating Company** for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using resort facilities for uphill and/or downhill travel. I acknowledge that I have read, agree with, and understand the terms of this season pass agreement-express assumption of risk and forum selection agreement, and that I am signing it freely and that the terms of this contract state that

PRESCRIBED UPHILL TRAVEL ROUTES:

1. J-Bar Slope (skiers left) to Bunker Hill (skiers left) to Lower Willoughby (skier’s right) to Upper Willoughby (skiers left).
2. High Meadows Pass (skier’s right) to Big Dipper (skier’s right) to Deer Run (skier’s right) to Powderhorn (skier’s right) to Pavilion to Big Dipper (skier’s right) to Deer Run (skiers left) to Fox’s Folly (skier’s right) to the mountain summit under the Willoughby Chairlift.
3. Deer Run from Mid Burke to the mountain summit (skiers left).

WINTER UPHILL TRAVEL POLICIES:

- Uphill Travel recommended during operation hours on designated uphill routes.
- Participants shall travel to the side of the designated uphill travel trail and be visible at all times to downhill traffic.
- No Dogs allowed during operation hours.
- Participants are recommended to use good quality snowshoes or touring skis/split boards with metal edges and brakes or restraint straps.
- Use proper wilderness etiquette. Remove all waste and leave only tracks.
- Mountain Operations take place AT ALL TIMES. This includes but is not limited to grooming, snowmaking operations, transportation of materials and personnel and other activities. For your safety, STAY AWAY from all resort operations and machinery.
- Hike and Skin in a single file line on the side of the prescribed uphill travel routes only. Wear bright, visible clothing. Remain visible and yield to downhill traffic at all times. Do not stop below turns or knolls where you will not be visible to downhill traffic.
- The Skier’s Responsibility Code applies at all times.
- Ski Patrol Services are available until 4pm daily during operating hours. For accidents or incidents that occur between 9:00am and 4:00pm, please call (802) 626-1379 to report your position and emergency. For all accidents that occur outside of operating times, please dial 911 to report your position and emergency.
- When hiking/skinning in the dark, wear a headlamp and bright reflective clothing.
- I understand that my use of facilities outside of normal operating hours is at my own risk and that I will be responsible for all costs incurred for emergency services.

I expressly assume all risk of damages, injury, and/or death resulting in any way from any inherent risk for the sport in which I may participate at **Burke Mountain Resort**. I also agree to abide by the rules of conduct for sports participants posted at **Burke Mountain Resort** as contained in seasonal trail maps or brochures.

In the event that I lose my Uphill Travel Armband, a fee of \$25 will be charged for the replacement cost of the armband.

I understand that my Uphill Travel Armband must be exposed and visible at all times while participating in uphill travel activities at Burke Mountain Resort.

All uphill travel products lost or stolen are the responsibility of the purchaser and will not be replaced by **Burke Mountain Resort**.

By signing below, I acknowledge that I have read and understand the terms and conditions of this agreement.

Signature of uphill travel participant _____
Date

Please Print Name _____
Date of Birth

(If participant is under 18, signature of parent/legal guardian is also required)

Parent/legal guardian’s signature _____ _____
Print Name **Date**

PLEASE NOTE: **any misuse of passes or of property will result in loss of privileges with no refunds.*