

BURKE MOUNTAIN OPERATING COMPANY

223 Sherburne Lodge Road
East Burke, VT 05832

ASSUMPTION OF RISK

On-Snow Activities, Ski/Snowboard/Sledding Activities

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS AN ASSUMPTION OF RISK WAIVER OF LEGAL RIGHTS.

1. I, the undersigned, realize and accept that there are certain inherent risks in participating in on snow activities that may involve skiing and/or snowboarding. I am aware that this event involves risk and injury could result.
2. In consideration of receiving permission to take part in the Activity, I agree to defend, indemnify, release and hold harmless Burke Mountain Resort and its subsidiaries and affiliates, their respective agents, officers, directors, owners, contractors and employees (collectively, the "Released Parties") from any and all claims I might have as a result of physical injury or death, or property damage sustained in connection with the Activity, including those claims based on negligence or breach of warranty. I promise not to sue and further agree that if anyone is physically injured or property is damaged while I am engaged in this Activity, I will have no right to make a claim or file a lawsuit against the Released Parties. I agree to defend and indemnify the Released Parties for any and all claims, including any subrogation and/or derivative claims brought by any third part or insurer that I may cause. This indemnification includes all costs of defense including reasonable attorney's fees.
3. If I am signing this Assumption of Risk on behalf of a minor (less than 18 years of age) (the "Child");
 - I represent that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child;
 - I accept responsibility and agree to indemnify the Released parties for all the Child's medical expenses incurred in connection with the Activity;
 - I agree to defend and indemnify the Released Parties for any claim brought by the Child;
 - I agree to defend and indemnify the Released Parties for any claim brought by a third party arising in connection with the Activity;
 - I acknowledge that I am signing the Release of Liability on behalf of the Child and that the Child will be bound by all terms of this Assumption of Risk.
4. I acknowledge that persons with medical conditions including but not limited to cardiovascular, respiratory, diabetic or altitude sickness problems should not take part in the in the Activity.
5. This Assumption of Risk supersedes any other agreements or representation by or between the parties and is governed by the laws of the State of Vermont and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action shall be in the district court of Caledonia County or the federal court of the State of Vermont. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK AND I SIGN IT OF MY OWN FREE WILL.

PARTICIPANT INFORMATION: *Please Print*

Name: _____ Age: _____ Male / Female Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature of Participant _____ Phone #: _____

Address information of Parent or Guardian if not the same as listed above:

Address: _____ City: _____ State: _____ Zip: _____

X _____
Signature of Parent or Guardian (if Child is under 18 years old)

X _____
Printed Name of Parent or Guardian (if Child is under 18 years old)