

Season Pass 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 Ski Area are hazardous with many inherent and other risks that can result in injuries and death. I acknowledge that my season pass affords me significant discounted access to winter sports activities at Burke Mountain Ski Area. Therefore in consideration of this, my knowledge and understanding of these sports and the benefits, terms and conditions of my season pass agreement, and being allowed to use the premises of Burke Mountain Ski Area 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 occurs at Burke Mountain Ski Area and which results from participating in such winter sports activities and the inherent risks of such activities as they are defined herein, except damages, injury or death which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

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, 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 Ski Area 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 Ski and Burke Mountain Operating Company (BMOC) 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 Ski Area 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 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 of this contract on them as on myself and I further agree to indemnify and hold harmless Burke Mountain Ski Area and BMOC for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using their pass. 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

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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 Ski Area. I also agree to abide by the rules of conduct for sports participants posted at Burke Mountain Ski Area or contained in its seasonal trail maps or brochures.

*In the event that I visit Burke Mountain to ski/ride without my season pass, I am allowed ***TWO*** grace tickets per season to ski/ride at Burke Mountain only. I understand that my pass will be blocked for the day(s) that I have been issued a grace ticket.

*In the event that I lose my Burke Mountain season pass, a \$25.00 fee will be charged to me so that I may be issued another pass.

*I understand that my Burke Mountain season pass will be scanned at all lifts.

*I understand that all passes are non-transferable. The use or attempted use of a pass by someone other than the pass holder themselves is theft of service, and will be handled accordingly. The use or attempted use of a non-transferable pass by someone other than the pass holder will result in the immediate voidance of the pass for the remainder of the season, regardless of the circumstance. Please protect and keep your pass in a safe location. If a pass gets lost or stolen, pass holder will notify Burke Mountain immediately.

*Pass holders and Day Ticket holders may not solicit or conduct any business activity on the premises without express written consent of the 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 pass holder

Date

Please Print Name

(If pass holder is under 18, signature of parent/legal guardian is also required before skier will be allowed to pick up and/or use the season pass.)

Date

Parent/legal guardian's signature

Please Print Name

Season Pass Confirmation Section:

Type of Pass Picked Up: _____

Tune-Up Punch Card _____ Locker Assignment _____ 10 Block _____

Vchr #s for 10 blocks: _____

PLEASE NOTE: **Any misuse of passes, vouchers or of property will result in loss of privileges with no refunds*

Pass Holder Signature: _____

Date: _____