

PLEASE READ CAREFULLY

Assumption of Risk Agreement

This, **VOLUNTARY ASSUMPTION OF THE RISK AGREEMENT & COVENANT NOT TO SUE**, is entered into **FREELY**

AND VOLUNTARILY BY _____ (participant name) for **ON-HILL ACTIVITIES AND OTHER EVENTS** at Stratton, being held at Stratton's resort located in Stratton Mountain

on _____ (dates). As used in the Agreement, the term "Stratton" shall include Stratton Corporation and its officers, directors, employees, owners, insurers, agents and affiliated companies, and sponsors of this event.

I am aware that the activities I partake in may be **HAZARDOUS ACTIVITIES**, which are inherently dangerous and can carry significant risk of personal injury, death and/or property damage.

I also fully recognize that I have voluntarily entered into the event despite all known and unknown risks of serious personal injury and/or death presented by practicing for and actual participation in the event; that I can withdraw at any time; that have been or will be given an opportunity to inspect the area prior to participation; and that I know my own capabilities and limitations regarding the event entered and that I have no physical or medical condition which to my knowledge would endanger myself/or others by practicing for or participating in the scheduled event.

I also fully understand that this **AGREEMENT** and **COVENANT NOT TO SUE** is barring me from bringing any claim for personal injury, death and/or property damage, which is in any way related to practicing for or participation in any of the scheduled events.

In consideration for being permitted to practice for and participate in the event, I expressly, freely, and voluntarily agree and acknowledge: (1) to **ASSUME ALL RISK** of personal injury, death and/or property damage arising from or in any way related to practicing for and/or participating in the various scheduled events; (2) to inspect and become familiar with the course prior to practicing for or participating in any of the events; (3) to be solely and individually responsible for my safety while practicing for and participating in any of the scheduled events.

I further agree and acknowledge **COVENANT NOT TO SUE, DEFEND AND HOLD HARMLESS** Stratton from any claim, loss, damage, injury, medical expense or expense of any type, including legal fees and expenses, that I may suffer or that my next of kin may suffer, as a result of or related to, directly or indirectly, my practicing for or participation in any of the scheduled events, due to any cause whatsoever, including but not limited to any and all responsibility, whether known or unknown, on the part of Stratton or any person or entity hired by or who volunteers to perform any function with respect to the activities **at Stratton**, and **I COVENANT AND AGREE NOT TO SUE** Stratton and any of said individuals for any such personal injury, death and/or property damage.

I agree and understand that this Agreement shall be interpreted in accordance with the laws of the State of Vermont; that any dispute regarding the enforceability of this Agreement shall be filed in the courts of the State of Vermont, and shall not be brought in or transferred to any other state or federal jurisdiction; and that any claim which I or anyone on my behalf may bring at any time shall be submitted to the jurisdiction of the appropriate State or Federal Court in the State of Vermont and that no claims or actions shall be brought in any other jurisdiction.

I, the undersigned Participant, having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord, realizing that it is binding upon me, my representatives, heirs, successors, assigns and next of kin.

Date

Signature of Participant

Participant's Date of Birth

I, the undersigned parent/legal guardian of the Participant, having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord for myself and on behalf of the Participant, realizing that it is binding upon us, our representatives, heirs, successors, assigns and next of kin.

Signature of Parent/Legal Guardian