MT. ASCUTNEY OUTDOORS
PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, RELEASE & INDEMNIFICATION

Skiing, snow tubing, lifts, trails, terrain and related facilities

PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING A CLAIM OR LAWSUIT.

1. Activities Covered

I understand that Mt. Ascutney Outdoors, Inc. ("MAO") provides and supports recreational activities that may include alpine skiing, snow tubing, use of rope tows or other lifts, walking or spectating in activity areas, and use of trails, terrain, buildings and related facilities (collectively, the "Activities").

2. Risks

I understand that the Activities involve inherent and other risks that can result in serious injury, illness, death or property damage. Risks include, without limitation:

- falls; collisions with people, equipment, structures, trees or other natural or man-made objects;
- changes or variations in terrain, snow, ice, bare ground, surface conditions and visibility;
- loading, riding and unloading rope tows or lifts; equipment malfunction, misuse or operator error;
- weather, cold, wind and changing conditions; and
- the acts or omissions of participants, spectators, employees, volunteers or other persons.

I understand that not every risk can be listed or eliminated and that conditions may change during an activity.

3. Assumption of Risk

I knowingly and voluntarily accept and assume the inherent risks of the Activities and, to the fullest extent permitted by Vermont law, all other risks arising from or related to my participation, including risks arising in whole or in part from the ordinary negligence of a Released Party (defined below).

4. Release and Agreement Not to Sue

To the fullest extent permitted by Vermont law, I release, waive and discharge, and agree not to sue, Mt. Ascutney Outdoors, Inc., the Town of West Windsor, and each of their respective directors, officers, employees, volunteers, agents and representatives (collectively, the "Released Parties") for claims, demands, damages or causes of action arising from or related to my participation in the Activities, including claims alleging ordinary negligence of a Released Party. This release is not intended to waive claims that cannot lawfully be waived.

5. Indemnification

To the fullest extent permitted by Vermont law, I agree to indemnify and hold harmless the Released Parties from third-party claims, damages, liabilities and reasonable costs arising from my own acts or omissions in connection with the Activities. This provision is not intended to require me to indemnify a Released Party for liability that cannot lawfully be shifted to me.

6. Participant Responsibilities

- I will obey posted signs and instructions from MAO personnel and volunteers.
- I will use equipment, lifts and activity areas responsibly and within my ability.
- I will stop participating and seek assistance if I believe conditions or equipment are unsafe for me.

7. Emergency Care; Severability; Vermont Law

I authorize reasonable emergency medical assistance if I am unable to provide consent, and I understand that I am responsible for resulting medical costs. Vermont law governs this Agreement. If any provision is held unenforceable, the remaining provisions are intended to remain in effect to the fullest extent permitted by law.

MT. ASCUTNEY OUTDOORS
PARTICIPANT AGREEMENT - ACKNOWLEDGMENT & SIGNATURES

8. Acknowledgment

I have had an opportunity to read both pages of this Agreement before signing it. I understand its terms and sign voluntarily. I understand that I am giving up substantial legal rights, including the right to bring certain claims or lawsuits.

ADULT PARTICIPANT - complete this section if signing for yourself

Participant Name (print): _____ Phone/Email: _____

Participant Signature: _____ Date: _____

********** OR **********

PARENT / LEGAL GUARDIAN - complete this section if signing for one or more minors

I am the parent or legal guardian of the minor participant(s) listed below. I give permission for each minor to participate in the Activities, acknowledge the risks described in this Agreement, and agree to its provisions on my own behalf to the fullest extent permitted by law. I understand that the legal effect of any provision as applied to a minor may be limited by law.

Minor participant name(s) and date(s) of birth:

1. Name: _____ DOB: _____

2. Name: _____ DOB: _____

3. Name: _____ DOB: _____

4. Name: _____ DOB: _____

Parent/Guardian Name (print): _____ Relationship: _____

Parent/Guardian Signature: _____ Date: _____