

**KINGDOM TRAILS ASSOCIATION – BURKE MOUNTAIN RESORT**

**EXPRESS ASSUMPTION OF RISK AGREEMENT**

**WARNING:** I, the undersigned, hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action, to the fullest extent of the law, for personal injury, property damage, or wrongful death which may arise out of or in connection with my participation (or the minor upon whose behalf I have the authority to sign) in the Kingdom Trails Association (hereinafter KTA) trail system and/or the Q Burke Mountain Resorts, LLC (hereinafter the Resort) bike park and trail system. I understand that I (or the minor on whose behalf I have the authority to sign) may take part in some or all of the running/walking, snowshoeing, cross country Nordic skiing, and/or mountain bike riding activity on the designated KTA trail system and/or the Resort Bike Park. The Undersigned understands that the Participant will not be permitted to take part in the Activity unless the Express Assumption of Risk agreement is fully executed. Participant shall execute this agreement in order to engage in some portion thereof or the entire aforementioned activities on KTA trail system and/or the Resort bike park and trail system.

**MOUNTAIN BIKING AND NORDIC SKIING ARE DANGEROUS AND HAZARDOUS ACTIVITIES THAT CAN RESULT IN SERIOUS INJURY OR DEATH.**

MOUNTAIN BIKING participation involves activity on partially improved and unimproved trails and or roads, as well as on naturally rugged terrain. Mountain biking is a HAZARDOUS activity that involves risks, including, but not limited to, steep slopes and inclines, uneven terrain, rocks of various sizes, adjacent trees, roots, tree stumps, treadway drops, holes, depressions, dirt features and other constructed features such as bridges, bumps, berms, jumps, drops, elevated earthen ramps, uneven and/or slippery trail conditions, varying slopes, variation in terrain, forest growth, loose gravel and dirt, wet surfaces, downed timber, debris, and collisions with, other riders, pedestrians, heavy equipment and, vehicles, and other natural and man-made obstacles. Trail conditions and features may change quickly due to weather, use and other factors. NORDIC SKIING participation is on a groomed and/or packed snow surface and involves technical ability to manage slopes, uneven terrain and descents on a slippery surface. Surface and subsurface conditions are consistently variable and constantly changing, and a participant may experience conditions including but not limited to a variable conditions while skiing including ice, hard pack, obstacles, frozen impediments, low hanging branches, collisions, downed timber, water, sink holes, clumped debris, and collisions with grooming equipment and, vehicles, and other natural and man-made obstacles. Undersigned understands that there are risks involved in decision-making and the participants conduct, as well as that of other participants. These activities require deliberate and conscious control and through proper lookout and care with due regard for ever changing variables and dangers. Safety is directly affected by participant judgment and attention to the environment then exposed to.

**AUTHORIZATIONS:** I hereby authorize KTA and/or the Resort to arrange transport by ambulance for my child/children in the event of emergency medical treatment, in the event that I cannot be contacted.

I hereby grant permission to KTA and/or the Resort to photograph me or my child/children and use said photographs now and in the future in brochures, internet, multimedia presentations and newspapers concerning programs at Resort. I understand photos may be used without further notice or compensation, and agree that such material will be freely available for download and distribution.

I hereby grant permission to the Resort to transport via shuttle transportation, to transport me or my child/children to and from all such activities they may participate in while accessing the KTA trail system and/or the Resort trail system and bike park.

**EXPRESS ASSUMPTION OF RISK:** I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which may occur and which results from participating in any or all of the above named activities and the inherent risks of such activities.

**DEFINITION OF INHERENT RISK:** 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 sports activities.

**PROMISE NOT TO SUE/HOLD HARMLESS/RELEASE:** By signing this agreement, and in consideration of all of the above, 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 which results from any such inherent risks as I have agreed to the terms defined herein. I hereby RELEASE, to the full extent allowed by law, Resort (including their officers, employees, affiliates, agents, etc.) from any and all liability for personal injury including death, and property damage including any alleged negligence in the operation of and/or maintenance of its premise, including but not limited to damages that arise from encountering of any of the above defined inherent risks. I also agree that in the event anyone makes any claim against the Resort 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 the Resort harmless from such claims.

**FORUM SELECTION:** I further agree that any dispute arising out of my use of this Agreement and/or from any use by me of any of the premises or facilities at Kingdom Trails Association and/or Q Burke Mountain Resorts, LLC shall be litigated exclusively in the Vermont Superior Court, Caledonia Civil Division or the U. S. District Court for the District of Vermont. This contract may be plead as an affirmative defense to any claim I might make as a result of any damage, injury, and/or death which I or my child/children may sustain as a result participation in activities at KTA or Resort. I further agree that this contract is binding upon me, my heirs and assigns. I also agree to abide by all policies and by the rules of conduct for the Resort as contained in the policies and/or brochures.

Participant's Name (Please Print): \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

(If Participant is a Minor) Authorized Name (Please Print): \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_

(If Participant is a Minor) Authorized Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_