

RELEASE/HOLD HARMLESS
INDEMNIFICATION FORUM SELECTION AGREEMENT
(PLEASE READ CAREFULLY)

HOPS FOR HOPE 5K EVENT

WARNING! The sport of mountain trail running, whether timed or untimed, can present many unique challenges heightened by the rough ever-changing ground surface, along the numerous hazards such as obstacles both obvious and hidden throughout the sport's venue which are all hazardous with many inherent and other risks compounded by the risks associated when participating in any strenuous athletic event. I know that I and my child(ren) will not participate in this event unless we are medically able and properly trained. On behalf of me and my child(ren) I assume all risks associated with this event including, but not limited to, falls, collisions, contact with other participants, the effects of the weather, including extreme heat, humidity and/or cold temperatures, all such risks being known and appreciated by us on behalf of me and my child(ren).

I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which may occur at Mount Snow resulting from participation in the HOPS FOR HOPE 5K EVENT, the activities and the inherent and other risks therein. 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 activities.

I hereby agree and accept for me and my child(ren) all of the risks of this running event, such as those listed above as **I RELEASE AND PROMISE NOT TO SUE** Mount Snow, Ltd., its owners, agents and employees (hereinafter "Mount Snow") for any and all liability for personal injury, including death and property damage resulting from any such inherent and other risks, as I have agreed they are defined herein. I also agree that in the event that anyone makes any claim against Mount Snow or any of its officers, directors, shareholders, agents, and/or employees, as a result of any of our activities on their premises or from the use of their facilities, that **I will indemnify and hold harmless** Mount Snow from such claims.

I further agree that this contract is binding upon me, my heirs and assigns. To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself.

I agree that this contract may be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which we may sustain as a result of our participation in and caused by the inherent risks of the sport of mountain running.

I further agree that any claim that I may at any time bring for any reason against Mount Snow shall be submitted to the jurisdiction of the State or Federal Court in the State of Vermont and in no other jurisdiction and shall be tried under Vermont Law.

PHOTOGRAPHIC RELEASE

By initialing below I hereby grant, release and quitclaim to and Mount Snow the right and authority to use, sell, reproduce, and distribute, mine or the minor child's photographs, likeness, recorded voice or videotaped filmed appearances for promotional purposes or programs as they in their sole discretion shall deem appropriate. I hereby promise to make no claim or cause of action related to the use of my or the minor child's likeness by Mount Snow. _____(initial here)

If any portion of this agreement is determined to be unenforceable, then all other parts shall remain in full force and effect.

1. _____ Participant's name (please print)	2. _____ Participant's name (please print)
3. _____ Participant's name (please print)	4. _____ Participant's name (please print)

Address	City	State	Zip
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Name of Parent/Guardian (please print)	Signature of Parent/Guardian	Date
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