

**Bike Event Liability Acknowledgement and
Acceptance of Risk Agreement
("Agreement")**



PLEASE READ CAREFULLY!

BIKE EVENT NAME: Eastern States Cup

DATE: 7/31/21 & 8/1/21

In consideration of receiving permission from **Sugarbush Mountain Resort Inc., d/b/a Sugarbush** (together with Alterra Mountain Company, their parents, subsidiaries, affiliates, agents, directors, officers, shareholders, employees, owners, operators, servants, members, representatives, volunteers, insurers, and assigns (herein referred to collectively and individually as the "Resort"), to (1) enter upon Resort lands and premises (the "Premises") for purposes not directly related to my employment, and (2) in further consideration of receiving permission to participate and to receive the benefits of participation in **Eastern States Cup** (the "Bike Event"), the receipt of such permission and benefits being hereby acknowledged, I hereby release the Resort of and from any and all liability, claims, demands, actions, and causes of actions, whatsoever related to or arising from any loss, damage, or injury to my person or my personal property including death, that I may sustain during or as a result of or otherwise in connection with my participation in the Bike Event.

Being duly aware of the risks and hazards inherent upon entering the Premises and/or in participating in the Bike Event, I hereby elect voluntarily to enter the Premises, knowing that the conditions of the Premises may change and become more hazardous and dangerous during the time that I am on the Premises. I hereby voluntarily assume and accept all risks of loss, property damage or personal injury (including death) from any risks or negligence of any kind that I may encounter while at the Resort, including any injury and that may be sustained by my person or personal property, including death, while in, on, or about the Premises in connection with my participation in the Bike Event or otherwise, whether or not resulting from any negligence on the part of the Resort. Biking has many inherent risk and dangers. I am aware that I could be seriously injured or killed as a result of participating in this Bike Event. Biking, by its nature, has many inherent risks that cannot be eliminated regardless of care to avoid injuries and may include, but are not limited to: crashing, cliffs, weather, other riders, trail obstructions, rocks, roots, tree limbs, vehicle traffic, insects, fauna, animals (domestic or wild), mechanical risks and others unnamed. Biking involves skills and techniques that require quick movement involving speed, change of direction, exertions of strength, and can involve stress on the cardiovascular system. I hereby agree to defend, indemnify and hold harmless the United States Department of Agriculture Forest Service, the Resort, Alterra Mountain Company, IKON Pass, Inc., and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, Resort staff, agents, insurers, as well as any Bike Event providers or sponsors and equipment manufacturers and distributors, shop or service technician (each a "Released Party" and collectively, the "Released Parties") for any loss, damage or injury, including death, that may be caused by me, whether in connection with my participation in the Bike Event or otherwise. I must know how to safely ride chairlifts and must know and honor the Mountain Biker Responsibility Code. As a participant, I agree I have the responsibility to inspect all courses prior to competition. Protective helmets are strongly recommended for all mountain activities and in some cases may be required by the Resort in order to compete.

Forum Selection Agreement. I hereby agree that any claim which I may bring at any time for any reason against the Resort or any disputes arising out of use of the Resort facilities or entry onto the Premises, shall be submitted to the jurisdiction of the State or Federal Court in the State of Vermont, and that no claim or action shall be brought in any other jurisdiction. This Agreement shall be binding upon myself, my heirs, assigns, next of kin, guardians, trustees, executors, and administrators. In signing this foregoing acknowledgement, acceptance, election, and release, I hereby acknowledge, represent, and warrant:

- (a) That I have read the foregoing Agreement, understand it and sign it voluntarily.
- (b) That I am 18 years of age or older and am of sound mind, or if less than 18 years of age, I have discussed this matter fully with my parent(s) or legal guardian. **A PARENT OR LEGAL GUARDIAN MUST SIGN IF I AM UNDER 18 YEARS OF AGE.**

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND ON _____
(date)

PARTICIPANT PRINTED FULL NAME	
PARTICIPANT SIGNATURE	
PARENT/GUARDIAN PRINTED FULL NAME	
PARENT/GUARDIAN SIGNATURE	
GENDER	
AGE ON EVENT DAY	
MAILING ADDRESS	
PHONE	
EMAIL	

PHOTO RELEASE:

I hereby consent for all purposes to the sale, reproduction, and/or use or publication worldwide and in perpetuity of photographs, video, and/or film of me (with or without the use of my name) by **Resort** and its advertising and promotion agencies, acting on its behalf in any and all forms of media now known or hereafter devised including without limitation media production or printed materials without approval or compensation. I hereby release the photographer, **Resort**, and all their advertising and promotion agencies, acting on their behalf from any liability which may occur as a result of me or my child performing as a model. I hereby agree that I shall not make any claim for compensation for the use of my likeness in any of the foregoing media.

(initial)

(date)