Sugarbush Race Liability Acknowledgment and

Acceptance of Risk Agreement (“Agreement”)

***PLEASE READ CAREFULLY***

I acknowledge that participating in **Sugarbush Race** events ("Event"), skiing/riding in general, and ski and/or snowboard racing, involves a RISK OF PERSONAL INJURY to me and damage to my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release of Liability. In exchange for being permitted to participate in the Event, I agree to the following:

I am in good health and have no physical conditions that affect my ability to participate in the Event and have not been advised otherwise by a medical practitioner. I agree that before I participate in any portion of Event, I will inspect the related facilities, competition site, and equipment.

I ASSUME ALL RISKS associated with my involvement with the Event, skiing, snowboarding, and ski/snowboard racing, and the risk of injury caused by the condition of any property, facilities, or equipment used during the Event, which may not be reasonably foreseeable by anyone at any time. I agree not to sue **Sugarbush Mountain Resort Inc. dba Sugarbush Resort together with Alterra Mountain Company,** along with their parent companies, affiliates, and their successors, assigns (collectively referred to hereinafter as ("Companies"), their respective employees, agents, or other volunteers, and insurers of any of the above for any injuries, losses, damages, claims, liabilities, or expenses that are caused or alleged to be caused by their negligent or reckless acts or omissions, hazards that are normally associated with participating in the Event, or the condition of the property, facilities, or equipment used for the Event.

I agree to indemnify, defend, and hold harmless Companies and their employees, agents, volunteers, and insurers of any of the above from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs, and expenses incurred by Companies as a result of my unlawful actions or failure to act during the Event, or while using any of the trails or facilities at the resort area.

I give permission for Companies to use my biography, name, and likeness in connection with the Event, and any publicity, advertising, and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Companies all rights I may have to my biography, appearance, name, voice, photo, video, or film likeness that have been recorded in connection with the Event.

I agree to wear appropriate safety equipment as established by common safety practices during all activities at the Event and while using any of the trails or facilities at the resort. In connection with any injury or other medical conditions I may experience during the Event or while using any of the trails or facilities at the resort, I hereby consent to receive medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who may provide medical treatment to me for malpractice.

This Waiver is a legally binding agreement which will remain in full force and effect at any time during my participation in the Event and while using any of the trails or facilities at the resort and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. This Agreement will be construed pursuant to the laws of the State of Vermont and I agree not to contest this choice of laws provision in any legal action.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release. I hereby warrant that I am of legal age and competent to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement by checking the indicated box without any inducement, assurance or guarantee, and intend for my acceptance of this Agreement to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

**COVID-19 VERMONT TRAVEL ATTESTATION AND PROTOCOLS AGREEMENT**

I attest that on each day I am at Sugarbush Resort I will either have not traveled out of State in the 14 days prior to being at the Resort or that I will be in compliance with the Vermont Cross State Travel / Quarantining Guidelines as found at <https://accd.vermont.gov/covid-19/restart/cross-state-travel>; I agree I will not have been in close contact with a person that has tested positive for COVID-19 within the 14 days prior to being at the Resort; I agree I will not come to the Resort if I have any of the following COVID 19 health symptoms: fever of 100.4F or greater, coughing, shortness of breath, chills, fatigue, muscle pain or body aches, headache, sore throat, loss of taste or smell, congestion or runny nose, nausea, vomiting or diarrhea; I agree to maintain 6’ of physical distancing from those not in my traveling party; I agree to wash my hands and/or sanitize them often; and, I agree to wear a face covering or mask at all times where required at the Resort.  Failure to comply with any of these COVID 19 requirements may result in the loss of Resort privileges for the remainder of the season.

Printed Participant Name:

Signature of Participant: Date:

Parent/Guardian Printed Name (if applicable):

Parent/Guardian Signature (if applicable): Date: