

Loon Mountain Recreation Corporation
ADULT AND CHILD SNOWSPORTS LESSON AND/OR PROGRAM
ACKNOWLEDGEMENT OF RISKS AND HAZARDS LIABILITY RELEASE AND AGREEMENT NOT TO SUE

Participant (Please Print): _____ Date of Birth: _____ Sex: _____

Address: _____ City/Town: _____ State: _____ Zip: _____

WARNING: All forms of skiing and snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body, both on the ground and in the air, through proper use of equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Ski or ride only within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to terrain features or elements, jumps, ramps, roads and catwalks or other man-made or natural terrain modifications and features; the presence of and collisions with other skiers/riders; and the failure of others to ski/ride safely, in control or within their own ability.

I, the undersigned, hereby express my desire and approval for my, and/or my child's participation in the Snowsports lesson and/or program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports instruction and activities and the use of Loon Mountain's equipment and premises, as well as the slopes, trails, terrain parks, terrain features, elements, jumps and half-pipes and related facilities, including ski lifts. I further acknowledge that participation in the lesson and/or program is voluntary and entirely at my risk and/or that of my child. It is recommended that participants in the Snowsports lesson and/or program wear a helmet, either a rental helmet, or their own. I understand that a rental helmet is available for me and/or my child. I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee my safety and/or the safety of my child and may not prevent or reduce some types of serious injuries or death. I understand that recreational and other activities involve inherent and other risks of injury and death. I agree that having a resort employee present does not lessen the amount or severity of the risks or hazards of these activities. I acknowledge that my and/or my child's involvement may include skiing, snowboarding, tubing, the use of terrain features, jumps and/or half-pipes, lifts and participation in other recreational activities, and that these activities are HAZARDOUS and that I, on behalf of myself and/or my child have made a voluntary choice to participate in these activities despite the risks. I am aware that children, while in group lessons, may ride the chairlifts with a Snowsports coach, other children, general skiing public, or by themselves. I further acknowledge, that if in a Snowsports Lesson my child needs adjustments to their bindings, I authorize RELEASEES' (as described below) technician to do so, according to the information supplied, and subject to all of the language contained within this document.

I hereby promise not to bring a claim against or sue RELEASEES, for any reason and under all circumstances, on my behalf and/or on behalf of my child and agree to **RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS** Loon Mountain Recreation Corporation, its parent, subsidiary, affiliated and successor companies, real and personal property owners and their respective officers, directors, employees and agents, as well as any equipment manufacturers and distributors, hereafter RELEASEES, from **ANY AND ALL LIABILITY FOR NEGLIGENCE** and personal injury including death, and property damage resulting from RELEASEES negligence or otherwise, including but not limited to: personal injury caused by RELEASEES operation of the ski area or the conditions of the premises such as those listed in the warning paragraph above, or from my participation or my child's participation in recreational activities, that is in any way related to my participation or my child's participation in the Snowsports lesson and/or program. I understand that permission to use and/or be present on Loon Mountain Recreation Corporation's facilities, equipment and premises is being given to me and/or my child in exchange for the execution of this Liability Release and Agreement Not to Sue.

Further, I authorize RELEASEES to call for such medical care for my child or to transport the child to the appropriate clinic or hospital if, in the opinion of the RELEASEES, medical attention is needed for the child. This authorizes a licensed physician or other recognized first aid room staff member to carry out emergency medical care deemed necessary for the child in an emergency where normal permission is unavailable. I agree that upon transporting the child to any medical facility, clinic, or hospital that the responsibility of the RELEASEES shall be totally fulfilled and the RELEASEES shall not have any further responsibility for the child. I agree to pay all costs associated with such medical care and related transportation for the child and **INDEMNIFY and HOLD HARMLESS** the RELEASEES from any costs incurred therein.

I consent to the use by the RELEASEES of any pictures (video and print) for commercial purposes, or otherwise, of me and/or my child in connection with the activities of the Snowsports Program or Loon Mountain Recreation Corporation, without restriction as to frequency, duration or medium. I agree that any claim that I may at any time bring for any reason against RELEASEES shall be submitted to the jurisdiction of the state or federal courts in the State of New Hampshire and no other jurisdiction and shall be governed by New Hampshire law. I further agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. Further, I acknowledge and agree that all of the provisions of this Liability Release will be in force and survive throughout and after the **2011-12** winter season.

I have read the above paragraphs and fully understand them. I understand that this is a **RELEASE OF LIABILITY**, which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I intend this document to be interpreted as broadly as permissible by New Hampshire law, and understand that it is not intended to assert any claims or defenses prohibited by law.

Signature (Participant): _____ Date: _____

As a parent/guardian of the minor named above, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the foregoing release, and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to **INDEMNIFY, DEFEND and HOLD HARMLESS** RELEASEES as defined on this form for any claim, suit, expense or loss which arises out of the below-named minor's participation in the Snowsports lesson and/or program or which arises out of the minor's presence on the RELEASEES premises.

Signature (Parent/Guardian): _____ Date: _____

Parent/Guardian Name (Please Print): _____ Date: _____