

**Ski and Snowboard School
LIABILITY RELEASE AGREEMENT**

WARNING AND ACCEPTANCE OF RISKS: All forms of alpine sports activities, including skiing and snowboarding are hazardous, with many inherent risks. These activities require the deliberate control and good judgment of the participant. Falls and injuries are a common occurrence of all alpine sports activities, including ski and snowboard school lessons and clinics. As a participant, you or your child will be continually challenged in these clinics by performing difficult maneuvers. During the clinics you or your child may progress or regress. If you or your child wishes to receive instruction on freestyle terrain, including tree skiing, and/or terrain park and half-pipe maneuvers, be advised that these advanced clinics offer even more challenges than regular clinics as follows:

- **Tree skiing and riding clinics require participants to maneuver in and around trees, sometimes on very steep, un-groomed terrain. Initials _____**
- **Terrain park and half-pipe maneuvers may require participants to launch off large jumps and the near vertical wall of the half-pipe, at times achieving significant distance from the ground. Initials _____**

I acknowledge the risk of serious injury to me or my child from skiing or snowboarding. Initials _____

I agree that the inherent risks of injury or death from alpine sports activities include, but are not limited to, the risks listed in the WARNING AND ACCEPTANCE OF RISKS section above, as well as: changing weather, visibility, surface and sub-surface conditions, such as ice and bare spots; collisions with or falls caused by trees, lift towers, fences, signs, posts, lift mazes, hydrants and pipes, snow grooming vehicles and equipment, snowmobiles and other man-made objects; variations in terrain whether natural or manmade, slope design, and collisions with other skiers and snowboarders. 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, and I agree these risks are both obvious and necessary to these alpine sports activities.

LIABILITY RELEASE

I FREELY ACCEPT AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO ME OR MY CHILD OR WARD WHICH OCCURS AT ATTITASH MOUNTAIN RESORT, WILDCAT MOUNTAIN SKI AREA, OR CROTCHED MOUNTAIN SKI AND RIDE FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF L.B.O. Holding, Inc., d/b/a Attitash Mountain Resort, WC Acquisition Corp. d/b/a Wildcat Mountain Ski Area, SNH Development Inc. d/b/a Crotched Mountain Ski and Ride, Peak Resorts, Inc., and their officers, directors, shareholders, employees, agents, assigns and affiliates (hereafter "RELEASEES"). I understand that the RELEASEES are not responsible for the consequences of their own NEGLIGENCE, that is, their failure to use reasonable care in any way. In entering into this Liability Release Agreement with the RELEASEES, I intend to release all claims I may have against the RELEASEES, not just claims arising out of the inherent risks of alpine sports activities.

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 Agreement on them as well as on myself. **I further agree for myself or my child or ward to indemnify, defend and hold harmless RELEASEES for any claims brought by or on behalf of myself or the minor, including any lawsuits, legal fees, expenses or settlements. I acknowledge that my child may spend some of their clinic in the Attitash Nursery, Kitten Club Nursery or Radical Kids Center.** If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. I further agree that any claim that I bring for any reason against the RELEASEES, shall be submitted to the jurisdiction of the State or Federal Court of New Hampshire. This Agreement shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses that are prohibited by law. I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts shall remain in full force and effect and that this Agreement shall be binding upon my heirs and assigns.

OTHER TERMS

I also agree to abide by any rules of conduct posted at Attitash, Wildcat or Crotched and contained in their seasonal trail guides and brochures, including but not limited to Your Responsibility Code and Smart Style.

- Participants in this clinic will not always ride the ski lifts with a ski instructor or an adult and may ride alone, or with another child. If you want your child to always ride with an adult, you must arrange for private clinics.
- I authorize Attitash or Wildcat staff to supervise transport of my child by motor vehicles to other locations within the Attitash Resort, including Bear Peak and to and from Wildcat or Attitash.
- In the event of a medical emergency or injury, I authorize Attitash, Wildcat, or Crotched staff to provide first aid, to call a doctor and/or transport my child to a medical facility. (Resort staff will attempt to contact you in case of emergency.)
- I authorize the use of my/my child's image in any medium for promotional purposes by the Ski Areas without limitation and without charge.

I acknowledge that I have read and understand the terms of this document and that I am signing it freely and voluntarily.

1. _____ Date: _____
Participant Name (please print) Participant's Signature

2. _____ Date: _____
Parent/Guardian, if Participant is under 18 (please print) Parent/Guardian Signature, if Participant is under 18