

Loon Mountain Recreation Corporation
ADULT AND CHILD SNOWSPORTS LESSON OR PROGRAM
LIABILITY RELEASE

WARNING: All forms of skiing, snowboarding, freestyle activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. These activities require the deliberate and conscious control of the participant's body, both on the ground and in the air, and proper use of equipment in relation to ever-changing variables and dangers. Safety is directly affected by the participant's judgment in the severe elements of rough mountainous terrain. Participants must ski or ride within their ability. They must 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, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects; collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures; hydrants or pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; 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 freestyle 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 acknowledge that my or my child's participation in the Snowsports lesson, programs, or daycare will include participation in various types of snowsports instruction and activities and the use of Loon Mountain's slopes, trails, terrain parks, terrain features, and related facilities, including ski lifts. I further acknowledge that participation in the lesson program is voluntary and entirely at my risk and/or that of my child. 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 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 adjustment to their bindings, I authorize **RELEASEES'** (as described below) technician to do so, according to the participant's personal information supplied, and subject to all of the language contained within this document. It is recommended that participants in a Snowsports lesson 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 injuries to the head. 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.

As a condition of me and/or my child being permitted to gain access to and use the ski area facilities and premises, I hereby promise not to bring a claim against or sue **RELEASEES** (as identified below), on my or my child's behalf. **I FREELY AND VOLUNTARILY** accept all risks of injury, death or property damage and **AGREE FOR MYSELF, MY CHILD AND MY HEIRS TO RELEASE, HOLD HARMLESS** and **INDEMNIFY** Loon Mountain Recreation Corporation (LMRC), Boyne USA, Inc., CLP Loon Mountain, LLC, CLP Loon Mountain TRS Corp., its parent, subsidiary, affiliated and successor companies, real and personal property owners and their respective officers, directors, employees and agents, hereafter collectively referred to as **RELEASEES**, from any and all liability for 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 or my child's participation in recreational activities at the ski area.

I consent to the use by the **RELEASEES** of any pictures (digital, video and print) for commercial purposes, or otherwise, of me or my child in connection with the activities of the School Snowsports Program or Loon Mountain Recreation Corporation, without restriction as to frequency, duration or medium. If applicable, I represent that I have fully informed the LMRC Children's Center about any important medical conditions and/or medications (such as pills, inhalers or epi-pens) my child may need while in LMRC's care. If necessary, I have provided such medications to the Children's Center and authorize it to administer them as needed to my child. I also generally authorize LMRC to administer emergency medical treatment as it deems necessary to my child. I agree to release, indemnify, defend and hold LMRC harmless from any claim of improper, insufficient or negligent medical treatment of my child.

I agree that any claim that I bring against **RELEASEES** shall be submitted to the jurisdiction of the Courts of Grafton County, New Hampshire and shall be governed by New Hampshire law. I further agree that if any portion of this liability release is found to be unenforceable by a New Hampshire court, all other parts shall remain in full force and effect.

I have read the above paragraphs and fully understand them. I understand that this is a **LIABILITY RELEASE**, 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 to me or my child. I freely and voluntarily enter into this agreement.

Participant Signature

Participant's Date of Birth

Participant's Name (please print)

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

Signature of Parent/Guardian

Date

Parent/Guardian Name (please print)