

**Loon Mountain Recreation Corporation**  
**CHILDREN'S CENTER DAYCARE**  
**LIABILITY RELEASE**

As a condition of my child being permitted to use the Children's Center Daycare facilities and premises, I hereby promise not to bring a claim against or sue **RELEASEES** (as defined below), on my or my child's behalf. I freely and voluntarily accept all risks of injury, death or property damage as the parent/guardian of a child enrolled in the daycare center, and **AGREE** for myself, my child and my heirs **TO RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS** 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 **RELEASEES**), **FROM ALL LIABILITY INCLUDING NEGLIGENCE** and all liability for personal injury including death and property damage regardless of who or what caused such injury or damages to my child while enrolled in the Children's Center Daycare program.

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 the operation of this daycare center, facilities, equipment and premises.

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

I consent to the use by the **RELEASEES** of any pictures (digital, video and print) of my child for commercial purposes, or otherwise, in connection with the activities of the Children's Center Daycare or Loon Mountain Recreation Corporation, without restriction as to frequency, duration, scope or medium.

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 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. I freely and voluntarily enter into this agreement.

As a parent/guardian of the minor child named below, I acknowledge that I am authorized to sign this **LIABILITY RELEASE** for the minor. I have read the foregoing **LIABILITY RELEASE**, and 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 above, for any claim, suit, expense or loss which arises out of the below-named minor's participation in the Children's Center Daycare or which arises out of the minor's presence on the **RELEASEES** premises. 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.

\_\_\_\_\_  
Child's Name (please print)

\_\_\_\_\_  
Child's Date of Birth

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Name (please print)

\_\_\_\_\_  
Term of Daycare

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number(s)