

NEW ENGLAND PASS

LIABILITY RELEASE, ACKNOWLEDGEMENT OF RISKS AND HAZARDS and AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT

ACKNOWLEDGEMENT OF RISKS AND HAZARDS, WARNING AND ASSUMPTION OF RISK

I acknowledge that my use of, or presence on the New England Pass Resorts' ski area, equipment, facilities and premises (hereinafter "facilities"), including but not limited to the use of aerial and surface lifts, skiing, snowboarding, tubing, snowshoeing, uphill travel and other recreational activities, involve risks which may be HAZARDOUS to skiers, riders and other participants regardless of all feasible safety measures that may be taken. I understand that falls and injuries are a common occurrence. I understand I must keep deliberate and conscious control of my body, both on the ground and in the air, while properly using my equipment in variable weather and conditions. I will ski and snowboard only within my own ability. I understand my safety is directly affected by my judgment in the severe elements of rough, mountainous terrain. I understand my participation in skiing, riding, other snow sports and the use of passenger tramways and lifts involve inherent risks which are dangers and conditions that are an integral part of the activity, as well as other known and unknown risks which include, but are not limited to: risks relating to loading, riding and unloading lifts; existing and changing weather conditions; existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush and granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, rocks, stumps, trees and other natural objects; collisions with or falls resulting from such natural objects, from lift towers, lights, signs, posts, fences, mazes or enclosures, hydrants, pipes, snowmaking and snow-grooming equipment, trail maintenance vehicles and snowmobiles, which may be operating at any time, other man-made structures or objects and their components; collisions with or falls resulting from such man-made objects, variations in steepness or terrain, whether natural or as a result of slope design, including but not limited to: freestyle terrain, jumps, roads and catwalks or other terrain modifications; snowmaking or snow-grooming operations, the presence of and collisions with other skiers; and the failure of skiers to ski safely, in control or within their own abilities. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, death or property damage associated with use of the New England Pass Resorts' facilities.

RELEASE INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to use the New England Pass Resorts' facilities, I agree on behalf of myself, my heirs, my assigns and, if applicable, my minor children or wards to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Sunday River Skiway Corporation, Sugarloaf Mountain Corporation, Loon Mountain Recreation Corporation and Boyne USA, Inc., their respective parents, subsidiaries, affiliates and successors, real and personal property owners, agents, assigns, officers, directors, contractors, volunteers, employees and insurers (collectively, **the "RELEASEES"**) from any and all legal liability for personal injury, death, or property damage sustained in connection with my use and, if applicable, my minor children or wards' use, of the **RELEASEES'** facilities, for any reason and under all circumstances. **THIS LIABILITY RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE RELEASEES.**

AGREEMENT NOT TO SUE

I AGREE NOT TO SUE THE RELEASEES on my own behalf, and if applicable, on behalf of my minor children or wards, for any claims of personal injury, death or property damage which may occur from my or their use of **RELEASEES'** facilities, including any and all claims based on the alleged **NEGLIGENCE OF RELEASEES**. Should any claim or action be asserted in contravention of this agreement, I or my successor(s) shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by **RELEASEES**. This entire Agreement is governed by the laws of the State of Maine for Sunday River and Sugarloaf, and the State of New Hampshire for Loon Mountain, as broadly as permitted by law. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine for Sunday River and Sugarloaf, and New Hampshire for Loon Mountain. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

OTHER CONDITIONS

- 1. I agree to: (a) visibly display my season pass when boarding lifts; (b) present my season pass to any New England Pass resort authorized representative upon request; and (c) refrain from reckless skiing or riding or other misconduct.** I understand and acknowledge that my season pass may be revoked without refund for failure to comply with the foregoing, or for any violation of resort policy. **I understand my season pass is NOT transferable and NOT refundable.** In the event my pass is lost, stolen, broken or unrecognizable, I agree I must pay a non-refundable fee of \$50 for a replacement pass. My season pass privileges are valid beginning on the opening day of the 2017-2018 winter season and continuing through the closing day of the 2017-2018 winter season and are subject to the following: **GOLD:** No restrictions. **SILVER:** Valid every day of the season **except these 12 blackout days:** Dec 12/26 -12/31; Jan 1/13 -1/14; Feb 2/17 -2/19; 2/24. **BRONZE:** Valid Monday through Friday for the season. **Not valid** Saturdays, Sundays or on the following holiday blackout days: Dec 12/26-12/29; Feb 2/19-2/23.
- 2. If applicant/credit card holder has signed up for Resort Charge** by indicating "agree" in the appropriate box for any particular individual listed, applicant/credit card holder acknowledges and accepts full responsibility and guarantees payment for all amounts charged by an individual listed, whether or not such use is authorized by applicant/credit card holder. Applicant agrees that the respective resort companies may pursue all avenues of collection, including the use of collection agencies and applicant authorizes the resort companies to prepare and submit charge slips using any of the credit/debit cards listed on this application to recover all charges and other unpaid amounts due.
- 3. Season duration or frequency of use is NOT GUARANTEED** due to **WEATHER** and **SNOW CONDITIONS**, or any other reason or cause.
- 4. I hereby grant permission to the RELEASEES to use my image(s), picture or other likeness(es), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.**

I have read and understand the front side of this document:

Initials: _____ Date: _____

I have read and understand the front side of this document:

Initials: _____ Date: _____

PARENT/GUARDIAN AUTHORIZATION

As Parent or duly authorized Guardian for the minor applicant(s) named below, I verify that I have authority to enter into this agreement on behalf of the minor child(ren). I have read, understand and agree that the minor child(ren) and anyone acting on their behalf, including me, is bound by the terms of this Liability Release, Acknowledgement of Risks and Hazards and Agreement Not to Sue (hereafter "Agreement"). Furthermore, if any claim or action, including any claim alleging **NEGLIGENCE** is brought by my minor child or ward against any **RELEASEES**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** for any and all expenses incurred in defending and/or satisfying any judgment, including legal fees.

ACKNOWLEDGEMENT

I have carefully read this entire document, understand it and accept it by my signature below. I understand and agree that this "Agreement" is intended legally to prevent me, or any other person claiming through me, from filing suit or making a claim for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the New England Pass resorts' facilities is being given to the undersigned participant(s) in exchange for the execution of this Agreement. I have made no misrepresentations to the **RELEASEES** regarding any information on this application. I acknowledge and agree that this document, in conjunction with the 2017-2018 Loon Mountain, Sugarloaf, and Sunday River Season Pass Terms & Conditions of Use, supersedes any other agreement or representation by or between the parties and that all provisions of this Agreement will be in force and survive throughout and after the 2017-2018 winter season.

Applicant(s) must sign below.

_____ Print Name	_____ DOB	_____ Signature	_____ Date
_____ Print Name	_____ DOB	_____ Signature	_____ Date
_____ Print Minor's Name	_____ DOB	_____ Parent / Guardian Signature	_____ Date
_____ Print Minor's Name	_____ DOB	_____ Parent / Guardian Signature	_____ Date
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