

MOUNTAIN SPORTS EVENT LIABILITY RELEASE AGREEMENT



WARNING AND ACCEPTANCE OF RISKS

Mountain biking, trail running and other mountain activities (hereinafter referred to collectively as “mountain sports”), including the use of lifts, have inherent and other risks of injury and death. These risks include but are not limited to falls, contact, or collisions with natural or manmade objects due to: variations in terrain, steepness of terrain, trail side drop-offs, slippery conditions, humps, holes, rocks, trees, and other forms of forest growth or debris (above or below the surface), all forms of naturally occurring wildlife, mud, stream beds, lift towers, utility lines, poles and guy wires, vehicles and equipment, ATV’s, snowmaking equipment, trail and race course fences and gates, control nets and the absence of such fences and nets, and other forms of natural or man-made obstacles on or off designated trails, as well as collisions with equipment, obstacles, other event participants or spectators. Trail conditions vary constantly because of weather changes and use by participants, employees, and the public. These are some, but not all, of the risks of mountain sports. All of these risks can result in serious and/or fatal injury.

RELEASE OF LIABILITY

In consideration of being allowed to participate in _____, at _____, at _____
(Resort Name) (Insert the name of event)

I AGREE TO RELEASE 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 and Peak Resorts, Inc., their owners, affiliates, officers, directors, agents and employees (hereinafter referred to collectively as “**RELEASEES**”) **FROM LIABILITY FOR ANY CLAIM OR LAWSUIT ALLEGING INJURY, DEATH OR PROPERTY DAMAGE TO ME OR ANY OF MY MINOR CHILDREN OR WARDS** while present at or using any of the **RELEASEES’** facilities **DUE TO ALLEGED NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT BY RELEASEES**. I further agree that I will defend, indemnify and hold harmless the **RELEASEES** from any claim, liability, damages or settlement resulting from any injury to myself or to any of my minor children or wards while on the **RELEASEES’** premises and that this Agreement is binding on me, my heirs and assigns.

I acknowledge that the laws of the State of New Hampshire govern this Agreement. I further agree that any lawsuit relating to or arising out of this Agreement must be instituted in the State or Federal Courts of New Hampshire. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

In the event of a medical emergency or injury, I authorize Attitash, Wildcat and or Crotched staff to provide first aid, to call a doctor and/or transport me or my child to a medical facility.

I authorize the use of my/my child’s image in any medium for promotional purposes by the **RELEASEES** without limitation and without charge.

I have read and understood the foregoing **LIABILITY RELEASE AGREEMENT**. By my signature below, I intend to be legally bound by this Agreement. If I am signing on behalf of a minor child, I represent that I am a parent or legal guardian of that child.

Name of Event Participant: _____
(please print)

Address: _____

City: _____ State: _____ Zip: _____

Date: _____ Signature : _____

For minor (under the age of 18), signature must be of parent/guardian.

Name of parent or guardian, if applicable (please print)