Kanc. Ski Area
Liability Release, Indemnification & Forum Selection Agreement

(PLEASE READ CAREFULLY!)

WARNING: All forms of alpine activities such as skiing, and snowboarding, including the use of rope tows, are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Participate in alpine activities only within your ability level.

INHERENT RISKS: 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, packed 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 and collisions with or falls resulting from such natural objects; the poles that carry the rope tow and components thereof; lights, signs, posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted 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 of terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features such as those found in terrain parks; the presence of and collisions with others; and the failure of others to participate in alpine activities safely, in control or within their own ability. **I voluntarily assume all of these and any related risks.**

As a condition of being permitted to use the ski area's premises as a season pass holder, I hereby release from all liability Kancamagus Recreation Area, Town of Lincoln, New Hampshire, their affiliates, employees and agents (hereinafter the Ski Area), as I freely and voluntarily accept all risks of injury, death or property damage occurring thereon.

RELEASE/ INDEMNIFICATION: I further agree to **Release, Hold Harmless and Indemnify** the Ski Area from any and all liability for personal injury including death, and property damage, from any alleged **NEGLIGENCE by the Ski Area** in the operation, maintenance or design of the Ski Area and from my participation in any activities at the Ski Area. I **accept for myself the full responsibility for any and all such damage or injury of any kind that may result from my actions.**

FORUM SELECTION: I further agree that any claim that I may at any time bring for any reason against the Ski Areas, shall be submitted to the jurisdiction of the State or Federal Court of New Hampshire and no other jurisdiction and shall be governed by the laws of New Hampshire.

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 the above provisions shall be binding upon my heirs. I agree (1) to visibly display the season pass when boarding lifts; (2) to present the season pass to any authorized representative or management upon request; and (3) to refrain from misconduct or reckless skiing or riding, acknowledging that the season pass may be revoked without refund.

The Season Pass is valid through the end of the 2011-2012-ski season.

Signed: _____ _____ Date: _____
Print Name Signature

PARENTS AND MINORS: As a parent/guardian with legal responsibility of the minor passholder named below, I represent that I am authorized to enter into this agreement for the minor child. I consent and agree that I, for myself, and for the said minor passholder will be bound by this Liability Release, Indemnification & Forum Selection Agreement and I hereby indemnify the Ski Areas for any judgment, legal expenses and settlements arising out the child's participation or presence at the Ski Area resulting from any alleged **NEGLIGENCE** by the Ski Area in the operation, maintenance or design of the Ski Area and any other conditions of the Ski Area's premises.

Minor: _____ Date: _____
Print Name

Parent/Guardian: _____ _____ Date: _____
Print Name Signature