

LOON MOUNTAIN SNOWSHOEING
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Participant (*Please Print*): _____ Age: _____ Sex: _____

Address: _____ City/Town: _____ State: _____ Zip: _____

1. I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while it is in my possession. I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS** Loon Mountain Recreation Corporation for all loss or damage I may cause to this equipment, except for reasonable wear and tear to the equipment.
2. I understand that snowshoeing is a **HAZARDOUS ACTIVITY**. I further understand that snowshoeing and the use of snowshoes involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sport of snowshoeing, including but not limited to: the unevenness of the surface, which contains rocks, bumps, ruts, and stumps, the steepness of the terrain, the possibility of becoming lost on the trails, attacks by animals, and collisions with other trail users, trees, poles or objects. I understand that having a Loon Mountain Recreation Corporation (LMRC) employee present does not lessen the amount or severity of the risks of snowshoeing. I understand that I can get hurt using these facilities and equipment and that LMRC is not responsible for my safety.
3. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity.
3. 4. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury, death and/or property damage while participating in this activity or related activities, or while present on LMRC premises, and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS** Loon Mountain Recreation Corporation, its parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors (hereafter "RELEASEES") from **ALL LIABILITY FOR NEGLIGENCE** and any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity, related activities, or my use of the Loon Mountain trail system, its equipment, or any equipment, or RELEASEES premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of my, or my child, being entitled to participate in these activities and being permitted to gain access to and use the RELEASEES' facilities and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue Releasees, for any reason and under all circumstances.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEY'S FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. 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.**
6. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the state of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the RELEASEES shall be submitted to the jurisdiction of the state or federal courts in New Hampshire and that no claims against the RELEASEES shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
7. I consent to the use by RELEASEES of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities at Loon Mountain, without restriction as to frequency, duration or medium.
8. I understand that permission to use, and/or be present on, LMRC's equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue.
9. I have read the above paragraphs and fully understand them. I understand that this is a **RELEASE OF LIABILITY** 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. I have made no misrepresentations to Loon Mountain Recreation Corporation regarding my name, age, or medical condition. 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.

Initials: _____

Signature (Participant): _____ Date: _____

For Participants under 18 Years of Age: As parent or guardian of the minor named as Participant (each, the "Minor") I have authority to enter into this agreement on behalf of the Minor. To the fullest extent allowed by law, I agree to **INDEMNIFY, DEFEND and HOLD HARMLESS** the RELEASEES for any and all claims whatsoever brought by the Minor, and by any third party arising in connection with the Minor. I acknowledge that I have read and understand this document and am signing it on behalf of the Minor, and that the Minor and I will be bound by all its terms.

Signature (Parent/Guardian): _____ Date: _____

FOR LOON MOUNTAIN USE ONLY

Snowshoe ID #: _____ Time: _____ Date: _____

Name of Attendant(s): _____

THIS SPACE FOR ADDITONAL MINOR(S) IN GROUP OR FAMILY:

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____