

# RELEASE OF LIABILITY

School Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Participant Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## \*\*\*RELEASE OF LIABILITY\*\*\* PLEASE READ CAREFULLY\*\*\*

**WARNING:** All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects, lift towers 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 or 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 including Freestyle Terrain; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely, in control or within their own ability.

I, the undersigned, hereby express my desire and approval for myself or my child's participation in the Learning Center Program. I acknowledge that such participation will include, without limitation, participation in various types of snow-sports instruction and activities and the use of Gunstock equipment, as well as the slopes, trails, Freestyle Terrain and related facilities, including ski lifts. I further acknowledge that participation in the program is voluntary and entirely at my risk and/or that of my child. I understand that recreational and other activities involve inherent and other risks of **INJURY** and **DEATH**. I agree that having a resort employee present does not lessen the amount or severity of the risks or hazards of these activities. I assume all risk of personal injury or loss of property as defined in **RSA 225A:24** (Responsibility of Skiers and Passengers).

I acknowledge that my child's involvement may include skiing, snowboarding, the use of Freestyle Terrain, lifts and participation in other recreational activities, and that these activities are HAZARDOUS and I or my children have made a voluntary choice to participate in these activities despite the risks.

**I hereby promise not to bring a claim against or sue, and AGREE TO RELEASE** Gunstock Area, Gunstock Area Commission, the County of Belknap, their shops, employees, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, any equipment manufacturers and distributors, (collectively "Releases"), **from all liability for injury, death, property loss and/ or damage that results from participation in recreational activities, that is in any way related to participation in the Learning Ctr. Program, the use of the equipment, or is related to any other activity at Gunstock including all liability that results from the NEGLIGENCE OF Releases, or any other person or cause.**

I further agree to DEFEND, INDEMNIFY and HOLD HARMLESS Releases for any loss or damage arising from claims or lawsuits related in any way to myself or my child's participation in the program, use of the equipment, or any other activities on Releases' premises. I understand that permission to use Releases premises, and myself or my child's involvement in this program is being given in exchange for the execution of this Release of Liability.

I authorize Releases to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releases. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child, at my expense. I agree that upon transporting my child, to any medical facility, clinic or hospital, that the responsibility of the Releases shall be totally fulfilled and the Releases shall have no further responsibility. I understand that Releases will, to the best of their ability, attempt to notify me as soon as possible in the event of an emergency.

I hereby grant exclusive permission to Releases and their respective agents, clients and assign to use myself or my child's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

I acknowledge that this agreement is governed by the applicable laws of the State of New Hampshire. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the state or Federal courts of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

**I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY, OR MY CHILD'S LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

As parent/guardian of the above-named minor, I acknowledge that I am authorized to sign this agreement. I acknowledge and agree that I have read the foregoing release and that by signing this release I agree to be bound by its terms. I specifically agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Releases as defined on this form for any claim, suit, expense or loss which arises out of the above-named minors participation in the Children's Program, or which arise out of the minor's presence on the Releases premises.

DATE: \_\_\_\_\_

SIGNATURE of PARENT/GUARDIAN