

**SEASON PASS AGREEMENT RELEASE OF LIABILITY AND CONDITIONS OF USE BY NEHSA STAFF,
VOLUNTEERS AND STUDENTS**

1. As a staff person, member, employee, agent, officer, director, volunteer or student of the New England Handicapped Sports Association, Inc. ("NEHSA"), I understand and accept that skiing and/or snowboarding and participating in adaptive programs, including the use of adaptive equipment, in their various forms are hazardous activities that have many dangers and risks. I realize that accidents and injuries frequently occur at ski areas and that many obstacles and hazards exist that may or may not be visible. I agree as a condition of being allowed to use Mount Sunapee Resort premises and facilities, that I accept and voluntarily assume all risks of personal injury, death or property damage. **I hereby RELEASE** Mount Sunapee Resort, the Sunapee Difference LLC, Resort Asset Management LLC, Triple Peaks LLC, Triple Peaks Inc., CLP Mount Sunapee LLC, Ski Resort Holdings LLC, and the State of New Hampshire, and each of their direct and indirect parent companies, subsidiaries, affiliates, partners, members, managers, agents, employees, directors, officers and shareholders (hereafter "**RELEASEES**") **from any and all liabilities, including NEGLIGENCE**, for personal injury, death or property damage which results in any way from: conditions on or about the premises or facilities; the operation of the ski area including but not limited to grooming, snowmaking, and/or other ski area operations; natural or man-made obstacles and terrain features or their placement, visibility or condition; actions or omissions of customers, employees or agents of the ski area; or my participation in any form of skiing, snowboarding, or any other activities at the area, accepting for myself the full responsibility for any such damage or injury of any kind which may result.
2. I further agree that any claim which I may bring against any RELEASEES shall be submitted to the State or Federal courts of New Hampshire and that no claims or actions shall be brought in any other jurisdiction.
3. If I am entering into this Release of Liability on behalf of one or more minors, I hereby certify that I have full authority to act as the minors' legal guardian and in that capacity, I hereby release the RELEASEES from all claims of liability including NEGLIGENCE and further agree to fully indemnify, defend, and hold the RELEASEES harmless from any and all damages, losses, claims, and actions of any kind brought by any person, including these minor(s), which arise out of the use by the minor(s) of any Mount Sunapee premises or facilities.
4. By my signature below, I hereby certify that I have read and understand the terms of the above Release of Liability by NEHSA Staff, Volunteers and Clients in Favor of Mount Sunapee Resort et al. and I am signing it freely and of my own accord, realizing it is binding upon myself, my heirs and assigns.

DATE: _____

SIGNATURE: _____

If you are signing on behalf of a minor(s), please print their name(s) below and indicate your agreement to be bound by Section 3 above by your signature below.

Minors' Names (please print)

SIGNATURE: _____

If you qualify for a season pass, see next page.

CONDITIONS OF USE AGREEMENT FOR NEHSA STAFF AND VOLUNTEERS WHO QUALIFY FOR A SEASON PASS

- 1.** This Season Pass is valid for the winter 2017-18 ski season. Skiing and riding privileges expire on the closing day in 2018.
- 2.** Fraudulent use of your season pass or violation of mountain policies, such as reckless conduct, may result in legal prosecution and/or loss of lift privileges with no compensation. Use by a person other than the person to whom this pass was originally issued may be subject to criminal fines of up to \$1,000 and penalties in accordance with New Hampshire State Law RSA 637.8 (Theft of Services).
- 3.** If you do not have your Season Pass Identification card with you, you must purchase a ticket to use the lifts. No refunds will be provided. If your identification card is lost, stolen or unrecognizable, a \$50.00 replacement fee must be paid following a two week waiting period.
- 4.** You agree, as a condition of being allowed to use the ski area facilities and premises to be absolutely bound by the terms and conditions of your Release of Liability and Season Pass Conditions of Use Agreement on file with Mount Sunapee Resort.
- 5.** Please understand and follow your “Skiers’ and Snowboarders’ Responsibility Code”, as posted, while on the mountain.