

Gunstock Mountain Resort Big Air Bag

ACKNOWLEDGMENT OF RISKS & HAZARDS, LIABILITY RELEASE & AGREEMENT NOT TO SUE

WARNING: All forms of skiing and snowboarding, recreational activities and the use of the Big Air Bag, other equipment and aerial and surface lifts are **hazardous**. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body, both on the ground **and in the air**, through proper use of 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. Ski or ride only within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: the use of the Big Air Bag, which includes jumping, becoming disoriented in the air, falling, landing awkwardly and/or becoming entangled in the Big Air Bag, 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, dirt, grass, bare spots, forest growth, rocks, stumps, trees 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 terrain features or elements, jumps, ramps, roads and catwalks or other man-made or natural terrain modifications and features; the presence of, and collisions with other skiers/riders, the ground or snow surface; and the failure of others to ski/ride safely, in control, or within their own ability.

As a condition of being permitted to gain access to and use the Big Air Bag, equipment, facilities and premises, I hereby promise not to bring a claim against or sue RELEASEES (as described below), for any reason and under all circumstances, on my or my child's behalf. I freely and voluntarily accept all risks of injury, death or property damage and agree for myself, my child and my heirs to **RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS** Gunstock Recreation Area, DBA Gunstock Mountain Resort, and the Gunstock Area Commission, their parent, subsidiary, affiliated and successor companies or entities, real and personal property owners and their respective officers, directors, employees and agents, hereafter RELEASEES, from **ALL LIABILITY FOR NEGLIGENCE** and any and all liability for personal injury including death, and property damage **resulting from RELEASEES' negligence or otherwise**, including but not limited to: personal injury caused by RELEASEES' operation of the Big Air Bag, the venue, the ski area or the conditions of the premises, such as those listed in the warning paragraph above, or from my use of the Big Air Bag, and/or my participation in recreational activities at the ski area. I am fully aware that all forms of recreational activities are hazardous, filled with risks and hazards, and that falls, collisions and injuries are a common occurrence in these activities. I accept for myself and/or my child the full responsibility for any and all such damage or injury of any kind that may result from my, or my child's actions and participation in the foregoing activities, or my or my child's presence on RELEASEES premises.

I agree that any claim that I may at any time bring for any reason against RELEASEES shall be submitted to the jurisdiction of the state or federal courts in the State of New Hampshire and no other jurisdiction and shall be governed by New Hampshire law. I further agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

Further, I authorize anyone working at the Gunstock Big Air Bag venue, and/or the Gunstock medical service providers, to call for such medical care for the child or to transport the child to the appropriate clinic or hospital if, in the opinion of anyone working at the Big Air Bag venue, medical attention is needed for the child. This authorizes a licensed physician or other recognized first aid room staff member to carry out emergency medical care deemed necessary for the child in an emergency where normal permission is unavailable. I agree that upon transporting the child to any medical facility, clinic, or hospital that the responsibility of the RELEASEES shall be totally fulfilled and the RELEASEES shall not have any further responsibility for the child. I agree to pay all costs associated with such medical care and related transportation for the child and **DEFEND, INDEMNIFY and HOLD HARMLESS** the RELEASEES from any costs incurred therein.

I consent to the use by the RELEASEES of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with these activities, without restriction as to frequency, duration or medium.

I understand that permission to use the RELEASEES' Big Air Bag, facilities, equipment and premises is being given to myself and/or my child in exchange for the execution of this Liability Release and Agreement Not to Sue.

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 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.

Signature: _____ **Date:** _____

As a parent/guardian of the minor named below, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the foregoing release, and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to **INDEMNIFY, DEFEND and HOLD HARMLESS** RELEASEES, as defined on this form for any claim, suit, expense or loss which arises out of the below-named minor's use of the Big Air Bag, participation in these activities, or which arises out of the minor's presence on the **RELEASEES** premises.

Child's Name (please print)

Child's Date of Birth

Signature of Parent/Guardian

Date

Parent/Guardian's Name (please print)

Address

Phone Number(s)