

SEASON PASS CONDITIONS OF USE AND RELEASE OF LIABILITY 2017-2018

As a condition of receiving or purchasing a Gunstock Mountain Resort Season's Pass, I, the pass holder, and, if applicable, my parent or guardian, agree to the following conditions of use and release of liability:

1. **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 your 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; encounters with other resort activities including but not limited to: zip lines, snowshoeing, sleigh rides; snowmaking and snow grooming operations, including but not limited to jumps, roads and catwalks or other man-made and natural terrain modifications and features including freestyle terrain, elements and half-pipes; 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. All of the above mentioned conditions may be present anywhere on Gunstock Mountain Resort property.
2. I hereby agree not to bring a claim against or sue, and **AGREE TO RELEASE GUNSTOCK AREA COMMISSION D/B/A GUNSTOCK MOUNTAIN RESORT**, Belknap County, its employees, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, and race teams, together with each of their officers, managers, and coaches (collectively "RELEASEES"), from all liability for injury, death, property loss and damage that results from participation in any recreational activities at Gunstock Mountain Resort whether such claim is based on liability that results from the alleged *NEGLIGENCE OF RELEASEES*, breach of warranty, product defect, the conduct of any other person or any other cause.
3. I further agree to DEFEND, INDEMNIFY and HOLD HARMLESS RELEASEES for any loss or damage arising from claims or lawsuits related in any way to my, or my child's participation in any activities on RELEASEES' premises. I understand that permission to use RELEASEES' premises, and my, or my child's involvement in any recreational activity is being given in exchange for the execution of this Release of Liability.
4. I agree that the applicable laws of the State of New Hampshire govern this agreement. I further agree that any action relating to or arising out of this agreement must be prosecuted in the state or Federal courts of New Hampshire. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses, which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.
5. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, that the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.
6. I hereby grant exclusive permission to Releasees and their respective agents, clients and assigns to use my or my child/children's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.
7. I agree a) to visibly display the season's pass when boarding lifts; b) to present the season's pass to any authorized representative of the Gunstock staff upon request; c) to read and obey the guidelines issued under "Your Responsibility Code" and "Smart Style" as found on Gunstock's: trail map, signage, handouts, and on display throughout Gunstock Mountain Resort.
8. I understand that any conduct which in Gunstock's opinion violates the terms of RSA 225-A:24, the NSAA's "Your Responsibility Code", "Smart Style", or which in Gunstock's opinion qualifies as misconduct or nuisance on the premises, may result in revocation of this pass without refund.
9. I understand that this season pass may not be used by anyone but the pass holder and that it is NOT TRANSFERABLE. I also understand that this pass may not be physically altered in any manner. Any misuse of this pass may cause revocation without refund and employment termination, if applicable. Restitution will be demanded, and I will be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services").
10. I understand that if I do not have my pass with me, I may be required to purchase a lift ticket at full price. If my pass is lost or stolen, I understand that I must report it immediately to Gunstock and pay a \$25 replacement fee prior to receiving a replacement pass.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS RELEASE OF LIABILITY. I AM AWARE THAT THIS RELEASE OF LIABILITY LIMITS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL. I HAVE RECEIVED AND REVIEWED THE SEASON PASS TERMS AND CONDITIONS.

Pass Holder Name (Please Print): _____ Pass Holder Signature: _____

Date of Birth: _____ Age (As of Dec. 31, 2017): _____ Email Address: _____

If under 18, Parent/Guardian Signature: _____

Acceptance of Terms & Conditions (Please Initial): _____ I have received a copy or agree to read the Terms & Conditions posted at www.gunstock.com/winter/passes/