



**Learning Center Program / Lesson
Release of Liability, Acknowledgement of Risks and Hazards and Agreement Not to Sue**

Name: _____ DOB: _____

Address: _____ Email: _____

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 terrain parks, 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.

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, terrain parks, terrain features, elements, jumps and half-pipes 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 acknowledge that my child's involvement may include skiing, snowboarding, the use of terrain features, jumps and/or half-pipes, the use of surface and aerial lifts, with or without an instructor and participation in other recreational activities and that these activities are **HAZARDOUS**, and I or my child(ren) have made a voluntary choice to participate in these activities despite the risks. I am aware that children, while in group lessons, may ride the chairlifts with an instructor, other children, general skiing public or by themselves. I further acknowledge, that if in a lesson my child needs adjustments to their bindings, I authorize Releasees' (as described below) technician to do so, according to the information supplied, and subject to all of the language contained within this document.

I hereby promise not to bring a claim against or sue Releasees, for any reason and under all circumstances, on my behalf and/or on behalf of my child and agree to **RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS** Gunstock Area, Gunstock Area Commission, the County of Belknap, their affiliates, real and personal property owners, shops and their respective officers, directors, employees and agents, as well as any equipment manufacturers and distributors, hereafter **RELEASEES**, from **ANY AND ALL LIABILITY FOR NEGLIGENCE** and 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 ski area or the conditions of the premises such as those listed in the warning paragraph above, or from my participation or my child's participation in recreational activities, that is in any way related to my participation or my child's participation in the lesson and/or program, or use of the equipment. I understand that permission to use and/or be present on Releasees' facilities, equipment and premises is being given to me and/or my child in exchange for the execution of this Liability Release and Agreement Not to Sue.

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 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 Releasees shall be totally fulfilled and 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.

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

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 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. FURTHER, I ACKNOWLEDGE AND AGREE THAT ALL OF THE PROVISIONS OF THIS RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS AND HAZARDS AND AGREEMENT NOT TO SUE WILL BE IN FORCE THROUGHOUT AND SURVIVE AFTER THE CLOSE OF THE 2019-20 WINTER SEASON.

Signature (Participant): _____ Date: _____

As a parent/guardian of the minor named above, 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 participation in the Learning Center lesson and/or program or which arises out of the minor's presence on the Releasees' premises.

Signature (Parent/Guardian): _____ Date: _____

Parent/Guardian Name (Please Print): _____