



## Hannes Schneider Meister Cup Race

### ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE AND AGREEMENT NOT TO SUE

*Please read carefully before signing. This is a legal document and a release of legal rights.*

Competitor Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Ski or Snowboard (Circle One)

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please send me information by email about Cranmore Mountain Resort. Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Please check one: Individual Racer: \_\_\_\_\_ Team Participant: \_\_\_\_\_

Please Provide Your Team's Name: \_\_\_\_\_

OFFICE USE ONLY: BIB #: \_\_\_\_\_ Paid: \_\_\_\_\_

I acknowledge that:

- skiing, snowboarding, ski/snowboard racing, training, jumping or freestyle competition, riding chairlifts and other winter activities (collectively, "**Activities**") afforded to me through the Hannes Schneider Meister Cup Race Pass ("**Pass**") at Cranmore Mountain Resort and ("**Resort**") involve inherent and other dangers and risks of **injury** and **death** and **property damage** including but not limited to: variations in terrain, surface or subsurface snow or ice conditions; bare spots; rocks, trees, stumps and other forms of forest growth or debris; construction or layout, maintenance and obstacles of the race course; terrain, lift towers and their components (whether or not any of the foregoing are above or below snow surface); terrain parks, elements or features; pole lines and plainly marked or visible snow making equipment; vehicles and machines including snowmobiles and snowcats; equipment failure; equipment malfunction; collisions with other skiers, other persons or with any of the those items; my health condition; my presence on the Resort and those other risks and dangers that can reasonably be inferred therefrom; and that those other risks and dangers are obvious and necessary of recreational winter activities;
- racing and training Activities are especially hazardous and greatly increase the danger and risks of those sports; I have the opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course; there may be other risks not known or reasonably foreseeable at this time; having a Resort employee present does not lessen the amount or severity of the risks or hazards of these activities; and I made a voluntary choice to participate in these Activities despite the risks and dangers; and
- I have read this entire agreement and fully understand its terms.

In consideration of the terms of this agreement and as an express condition of my use of the Pass, I hereby:

- **assume all dangers and risks, inherent or otherwise, of injury, death and property damage arising from my participation in the Activities at the Resort as provided by state statute (NHRSA Ch. 225-A:24) and those dangers and risks not outlined in the state statute;**
- agree not to bring a claim against and **agree to release and forever discharge** CM Resort, LLC, CMR Properties, LLC, Centerplate, the New England Ski Museum and their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively "**Resort Parties**"), from all liability for injury, death, property loss and damage that results from my participation in the Activities, the use of the equipment, my presence on the Resort, or is related to any other activity at the Resort; **including all liability that results from the negligence of the Resort Parties, or any other person or cause; and all claims that I may now have against the Resort Parties, or claims of which I am not aware or are not mentioned in this release. This release also applies to claims resulting from anything which has happened up to now;**
- agree to **indemnify** the Resort Parties from any and all losses, liabilities and attorney's fees resulting from any claims or suits for **personal injury, death and/or property damage** that arise out of my participation in the Activities, use of the



equipment, or any other activities on the Resort, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage I may cause;

- agree to physically and visually inspect the course before competing or training; accept the responsibility of maintaining control at all times while participating in the Activities; agree to refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding (including, but not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries), violates "Your Responsibility Code" or the law; and acknowledge that the Pass may be revoked without refund if I violate any of these conditions;
- **represent that I am physically fit for, and have no medical conditions or allergies that affect my ability to participate in these Activities;**
- authorize the Resort to (a) administer first aid as it deems necessary, (b) transport me, or my child, to a medical facility, at my expense, if the Resort deem it necessary (and agree that upon transport to any medical facility, clinic or hospital, the responsibility of the Resort Parties will be totally fulfilled and the Resort Parties will have no further responsibility), (c) provide treatment, including medical and/or surgical care, necessary for the well-being of my child at my expense in the case of serious illness or injury to my child where I cannot be reached (the Resort will, to the best of their abilities, attempt to notify me as soon as possible in the event of an emergency with my child); and
- consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of me in connection with the Activities at the Resort, without restriction as to frequency, duration or medium.

This agreement is legally binding on me, my heirs, executors, administrators and assigns and supersedes any other agreements or representations by or between the parties; is governed by the laws of the State of New Hampshire; and will be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. **Exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Carroll County, New Hampshire or the federal courts of the District of New Hampshire and those courts have personal jurisdiction.** If any part of this agreement is determined to be unenforceable, all of its other parts will be given full force and effect. I understand that the Resort Parties are granting me permission to use the Resort, their facilities, and equipment in exchange for me signing this agreement. This agreement will survive and continue in force beyond the end of the current Activities season with respect to any liability, injury or damage occurring before that time.

Signature (Competitor): \_\_\_\_\_ Date: \_\_\_\_\_

**For Participants Under 18 Years of Age:** As parent/guardian signing this agreement for the following named minor:

\_\_\_\_\_ ("Minor"), I acknowledge and agree that by signing this agreement on behalf of the Minor, the Minor and I agree to be bound by its terms. I hereby agree to **indemnify** the Resort Parties for any claim or suit arising out of the Minor's participation in the Activities and their related activities or the Minor's presence on the Resort. **If I am not the parent or legal guardian of the Minor**, or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor, **then I agree to indemnify** the Resort Parties if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the Minor's participation or presence.

Signature (Parent/Guardian): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name (Parent/Guardian): \_\_\_\_\_