

# Loon Mountain Competition/Event

## LIABILITY RELEASE

Competitor: (Please Print) \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_

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

1. I understand that snowboarding, skiing and other competitive and sports activities are HAZARDOUS ACTIVITIES I further understand that snowboarding, skiing and the use of snowboards, skis, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sport of snowboarding and skiing, including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, surface conditions which contain rocks, bumps, ruts, stumps; jumps, ramps, terrain elements and other features, whether natural or man-made; collisions with other trail users, trees, poles or objects. I understand that having a Loon Mountain Recreation Corporation ("LMRC") employee present does not lessen the amount or severity of the risks of these activities. I understand that LMRC is not responsible for my safety. It is further understood that training or competing is more HAZARDOUS than recreational snowboarding and skiing. Furthermore, I understand that I have a responsibility to keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment.

2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.

Initials: \_\_\_\_\_

3. I accept responsibility for any and all risks of injury, death and/or property damage while participating in this competition or related activities, or while present on LMRC premises, and I agree to **RELEASE, INDEMNIFY, DEFEND and HOLD HARMLESS** Loon Mountain Recreation Corporation (LMRC), Boyne USA, Inc., CLP Loon Mountain, LLC, CLP Loon Mountain, their parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors, independent contractors of manufacturer, and all the program and event sponsors (hereafter "**RELEASEES**") **FROM ALL LIABILITY FOR NEGLIGENCE** and any damages, costs and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the LMRC trail system, equipment, or **RELEASEES'** premises, regardless of how, by whom or by what the personal injury, death and/or property damage was caused. **I understand that the RELEASEES are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in anyway. I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES, for any reason and under all circumstances.**

4. I understand that this Liability Release agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the **RELEASEES** shall be submitted to the jurisdiction of the Courts of Grafton County, New Hampshire only.

5. I agree that a participant is a competitor at all times, whether practicing for competition or in competition. I understand that a competitor is always provided an opportunity to conduct a reasonable inspection of the training or competition course, and I agree to inspect the course before training or competing. I agree and understand that all competitors will be held to assume the risk of all course conditions including, but not limited to weather and snow conditions, course design, construction, maintenance and obstacles.

6. I consent to the use by **RELEASEES** of any images of me (digital, video and print) for commercial purposes, or otherwise, without restriction as to frequency, duration or medium.

7. I understand that permission to use **RELEASEES'** equipment, trail system and premises is being given to the undersigned competitor in exchange for the execution of this Liability Release agreement. I have read the above paragraphs and fully understand them. I understand that this is a **LIABILITY RELEASE** which will legally prevent me or any other person on my behalf from making claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to **RELEASEES** regarding my name, date of birth, or medical condition. I intend this document to be interpreted as broadly as permissible by New Hampshire law but 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 Liability Release will be in force and survive throughout and after the subject competition.

Competitor's Name (printed): \_\_\_\_\_ Competitor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**For Competitors under 18 Years of Age:** As parent or guardian of the above minor Competitor, I have authority to enter into this agreement on behalf of the Minor. To the fullest extent allowed by law, I agree to release, indemnify, defend and hold harmless the **RELEASEES** for any claims brought by the Minor, and by any third party arising in connection with the Minor's conduct or injuries. I acknowledge that I have read and understand this document and am signing it on behalf of the Minor, and that the Minor and I will be bound by all its terms. I further understand that there may be times that the minor's coach may be required to sign an event release on my behalf, and I give my permission and authorize that coach to do so, acknowledging that any release executed in this manner is fully binding upon the undersigned and the above-named minor. If I am not the parent or guardian of the minor competitor named above, by my signature below, I nevertheless agree to this Liability Release and to indemnify, defend and hold harmless the **RELEASEES** for any liability resulting from any claim brought by the minor or on their behalf.

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

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