



Please read over the SEASON PASS AGREEMENT - EXPRESS ASSUMPTION OF RISK and FORUM SELECTION AGREEMENT that you will be asked to sign when you arrive pick up your Season Pass. Thank You.

**SEASON PASS AGREEMENT - EXPRESS ASSUMPTION OF RISK and FORUM SELECTION AGREEMENT**

1) Winter Sports include Inherent Risks. I, \_\_\_\_\_, understand and accept that skiing and other forms of winter mountain sports in which I may participate at Mount Sunapee are hazardous with many inherent risks and resulting injuries or death. I acknowledge that my season pass affords me significant discounted access to winter sports activities at Mount Sunapee. Therefore in consideration of this, my knowledge and understanding of these sports and the benefits, terms, and conditions of my season pass agreement, and being allowed to use the premises of Mount Sunapee and participate there in winter sports activities, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Mount Sunapee and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein, except damages, injury, or death which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

2) Inherent Risks Defined. I further agree that the phrase ""inherent risks"" means those risks which are listed in this agreement, or those that can reasonably be inferred therefrom. I also agree that these risks are both obvious and necessary to these winter sports activities. I agree that these inherent risks include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage, and whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn,

crust, slush, cut up snow, and/or machine made or machine enhanced snow or rocks, bare ground or earth; other conditions including bare spots, rocks, forest growth and debris, stumps and trees, streambeds and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences, or other enclosures, water and/or air pipes or other manmade structures, and/or their components such as hydrants used in snowmaking or for other necessary purposes; collisions with well marked or plainly visible snow mobiles, snow grooming, and/or other over snow vehicles or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain that occur naturally or as the result of slope design, weather changes, snow making and/or snow grooming operations, or participant usage.

3) I will not sue for inherent risks. Therefore, in consideration of all of the above I agree that I will not make any claim nor bring any suit for any damages, injury, or death to myself which results from any such inherent risks, as I have agreed they are defined herein. I also agree, that in the event that anyone makes any claim against Mount Sunapee, Inc. or any of its officers, directors, shareholders, agents, and/or employees, arising out of one or more of these inherent risks and as a result of any of my activity on their premises or the use of their facilities, that I will indemnify and hold harmless Mount Sunapee, Inc. from such claims.

4) Binding on myself and my heirs; Indemnity. This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which I may sustain as a result of my participation in winter sports activities and caused in whole or in part by one or more inherent risks of winter sports. I further agree that this contract is binding upon myself, my heirs and assigns. To the extent that I am signing this document on behalf of any minor I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself and I further agree to indemnify and hold harmless Mount Sunapee, Inc. for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using their pass. I acknowledge that I have read, agree with, and understand the terms of this SEASON PASS CONTRACT-EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT and that I am signing it freely and of my own will.

5) Abide by posted rules. I also agree to abide by the terms of any rules of conduct for sports participants posted at Mount Sunapee Resort or contained in its seasonal trail maps or brochures.

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Signature of Passholder

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Date

(If passholder is under 18, signature of parent/legal guardian is required before skier will be allowed to pick up and/or use the season pass).

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Parent/Legal Guardian's Signature

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Date

I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at Mount Sunapee, Inc. shall be litigated exclusively in the Superior Court of Merrimack County, New Hampshire, or the U.S. District Court for the District of New Hampshire.