



## All Fools' – Rail Jam

Saturday, March 31, 2012

### MOUNT SUNAPEE REGISTRATION FORM AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Circle:      Male              Female              Birth date: \_\_\_\_\_ Age: \_\_\_\_\_

Paid by:      Check #: \_\_\_\_\_ Cash \_\_\_\_\_ Visa/MC/ Disc \_\_\_\_\_ AMEX \_\_\_\_\_

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

### RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING

#### Release of Liability and Assumption of Risks

1. I understand that my participation and/or participation by my child(ren) or ward (hereafter collectively "my Child") in the All Fools' (hereafter "the Event") on Saturday, March 31, 2012 involves exposure to inherent risks of skiing, snowboarding and/or other winter sports. I realize that accidents and injuries frequently occur at ski areas and that skiing, snowboarding, and/or other winter sports are hazardous and have many dangers and risks, including by not limited to: loss of control due to variations in snow or ice conditions, jumps, steepness and terrain features; collisions with fixed or moving objects, natural or man-made, collisions with other skiers or persons. I voluntarily EXPRESSLY ASSUME ALL RISKS inherent or otherwise with my or my Child's participation in the Event, including all risks of personal injury, death or property damage. As a condition of being permitted to participate in the Event, I certify that I have full authority to act as my Child's legal guardian and in that capacity and with full understanding of the foregoing risks, I, individually and as legal guardian of my Child, **RELEASE** Mount Sunapee, The Sunapee Difference LLC, Resort Asset Management LLC, Triple Peaks LLC, CNL Mount Sunapee Income LLC, State of New Hampshire, their parent companies, subsidiaries, affiliates and their agents, employees,



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directors, shareholders, and officers (hereafter "RELEASEES") from any claims of legal liability including NEGLIGENCE, for personal injury or death or property damage which results in any way from: conditions on or about the premises or facilities, the operation of the ski area including but not limited to grooming, snowmaking, and/or other ski area operations, natural or man-made obstacles and terrain features or their placement, visibility or conditions, actions or omissions of employees or agents of the area or my participation in any form of skiing, snowboarding or any other activities of the area, accepting myself the full responsibility for any such damage or injury of any kind which may result.

### Indemnification Agreement

I further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS MOUNT SUNAPEE from any and all damages and losses or claims or actions of any kind, including NEGLIGENCE, brought by any person, including my Child, which arise out of my Child's use of any Mount Sunapee Resort premises or facilities.

### Miscellaneous

I further agree to inspect the course prior to practicing for or participating in any event.

I agree to allow the Mount Sunapee Resort and its sponsors the right to use, in perpetuity, all likenesses or images of me taken during my participation in the event.

I agree that any claim which I, individually or as legal guardian of my Child, or my Child directly may bring against Mount Sunapee shall be brought ONLY in the New Hampshire Federal or State courts. I agree that this document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability. I agree that if any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

By my signature below, I hereby certify that I have read and understand the terms of the above RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT and I am signing it freely of my own accord realizing its binding effects on myself, my Child, our heirs and assigns.

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Participant Signature

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Date

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Parent/Legal Guardian Signature  
(If participant, under 18 years of age)

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Date