



# MOUNT SUNAPEE

## Mount Sunapee Resort DOWNHILL MOUNTAIN BIKING LIABILITY RELEASE AND ACKNOWLEDGEMENT OF RISKS & HAZARDS

Participant Name: \_\_\_\_\_

Bike #: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

### READ CAREFULLY BEFORE SIGNING

1. I understand that participating in the downhill mountain biking, the use of mountain bikes, other mountain bike attractions and their associated equipment and facilities, as well as my presence on the premises are HAZARDOUS ACTIVITIES. I understand that participating in downhill mountain biking involves risk of injury to any and all parts of my body and/ or death. I understand that there are numerous risks and dangers inherent in these activities, including but not limited to: the use of passenger tramways, uneven ground, rocks, snow and ice, tall and slippery grass, bumps and ruts, steep terrain, the configuration of the downhill mountain biking trails, slipping or falling and other downhill mountain biking attractions, impacting objects or being impacted by objects or people, equipment malfunction, and equipment misuse by either participants or employees of Mount Sunapee Resort ("MSR"). There are also natural, mechanical and environmental conditions and risks associated with downhill mountain biking activities, which independently or in combination with my actions, or the actions of others may cause severe or even fatal injuries. I agree that I alone am responsible for my safety while participating in these activities. I understand that having a MSR employee present does not lessen the amount or severity of the risks of participation downhill mountain biking. I understand that MSR is not responsible for my safety. I understand and accept that minor injuries may become life-threatening emergencies when alone or away from others, or convenient facilities.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity.
3. For and in consideration of my payment for and permission to use MSR's downhill mountain biking, I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities, or while present on MSR's premises, and I hereby RELEASE Mount Sunapee Resort; The Sunapee Difference, LLC; Resort Asset Management, LLC; Triple Peaks, LLC; CLP Mount Sunapee, LLC; Ski Resort Holdings LLC; the State of New Hampshire; and the downhill mountain biking equipment manufacturers and distributors; and, each of their direct and indirect parent companies, subsidiaries, affiliates, partners, members, managers, agents, employees, 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 use of the RELEASEES' downhill mountain biking trails, passenger tramways, equipment, facilities and premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
4. I AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS OR SUITS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR NEGLIGENCE THAT IS THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.
5. I understand that this agreement is binding upon my heirs, executors, administrators, and assigns and is governed by the applicable laws of New Hampshire. I 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 filed only in the state or Federal Courts in New Hampshire. I agree that there have been no warranties, expressed or implied, which have been made to me.
6. I consent to the use of any images or audio of me, my child or ward obtained by RELEASEES in connection with these activities, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.
7. I authorize the RELEASEES and/or their authorized agents to call for medical care or to transport to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.
8. 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 from filing suit or making any claim 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, age, height, weight, or medical condition. 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 claim or defense prohibited by law.

Print Participant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If Under 18 Years: Print Minor's Name(s) \_\_\_\_\_ Date(s) of Birth: \_\_\_\_\_

As parent/ guardian signing this Liability Release agreement for the above named minor(s), I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor(s), I agree to be bound by its terms. I hereby certify that I have full authority to act as his/her legal guardian and in that capacity, I hereby release the RELEASEES for any claim or suit arising out of said minor's participation in the activity or said minor's presence on RELEASEES premises.

Print Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_