



Lakes Region Disabled Sports at Gunstock, Inc. (LRDS) - RELEASE OF LIABILITY

Name: _____ Date of Birth: _____ Age: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Please read carefully - Acknowledgement and Acceptance of Risks and Liability Release - Please read carefully

I agree and understand that all forms of alpine skiing, snowboarding, cross country skiing and snowshoeing together with the use of passenger tramways are **HAZARDOUS ACTIVITIES** which may result in **INJURY or DEATH**. Participants in Lakes Region Disabled Sports (LRDS) programs are solely responsible for their speed and direction at any given time. Performing difficult maneuvers on varying terrain will continually challenge participants in LRDS Programs. These challenges plus the categories of risk, hazards or dangers which I assume as a matter of law (**RSA 225A:24**) include but are not limited to the following: changing trail conditions, natural and man-made obstacles, variations in weather, terrain, surface or subsurface snow or ice conditions, bare spots, areas of thin cover, freestyle terrain, racing terrain and race gates, moguls, ruts, bumps, rocks, trees, stumps, roots and other forms of forest growth or debris, lift towers and components thereof, pole lines, fences, hydrants, water or air pipes, snowmaking and snow grooming equipment (all of the foregoing whether above or below the snow surface), marked or lighted trail grooming vehicles and snowmobiles, other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks, or other man-made or natural terrain modifications and features including freestyle terrain, elements, and half-pipes; the presence of and any collision with other skiers and riders and the failure of others to ski and ride safely, in control, or within their own ability; collision with other skiers, snowboarders, other persons or with any of the categories included in this release. I understand that recreational snow sports and other activities involve inherent and other risks of **INJURY or DEATH**. I agree that having a volunteer instructor or resort employee present does not lessen the amount or severity of the risks or hazards of these activities. _____ **(Initial that you have read)**

I, the undersigned, hereby express my desire and approval for myself or my child to participate in LRDS ski, snowboard, and outreach programs at Gunstock Mountain Resort. I acknowledge that such participation will include, without limitation, participation in various types of snow sports instruction and activities and the use of LRDS equipment, Gunstock Mountain Resort equipment, as well as the slopes, trails, terrain and related facilities, including ski and surface lifts. I understand that binding systems on ski and sit-ski equipment cannot guarantee the user's safety. In alpine skiing the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. Helmet use is mandatory. I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I further acknowledge that participation in LRDS programs are voluntary and entirely at my risk and/or that of my child. _____ **(Initial that you have read)**

I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS Lakes Region Disabled Sports at Gunstock Inc., DS/USA, Gunstock Area Commission, DBA Gunstock Mountain Resort, their parent, subsidiary, affiliated, and successor companies, real and personal property owners, directors, officers, agents, employees, volunteers, volunteer instructors, and their successors in interest, as well as any equipment manufacturers and distributors, collectively referred to as **RELEASEES FROM ANY AND ALL CLAIMS or SUITS, FOR DAMAGES AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR NEGLIGENCE, WHICH IS THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**

I further agree to DEFEND, INDEMNIFY and HOLD HARMLESS **Releasees** for any loss or damage arising from claims or lawsuits related in any way to myself or my child's participation in LRDS programs, use of LRDS and/or Gunstock Mountain Resort equipment, or any other activities on **Releasees'** premises. I understand that permission to use **Releasees** premises, and myself or my child's involvement in LRDS programs is being given in exchange for the execution of this Release of Liability.

_____ **(Initial that you have read)**

Medical Treatment: I authorize **Releasees** to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by **Releasees**. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child, at my expense. I agree that upon transporting my child, to any medical facility, clinic, or hospital that the responsibility of the **Releasees** shall be totally fulfilled and the **Releasees** shall have no further responsibility. I understand that Releasees will, to the best of their ability attempt to notify me as soon as possible in the event of an emergency.

_____ **(Initial that you have read)**

MEDIA RELEASE: I hereby grant exclusive permission to **Releasees** and their respective agents, clients and assigns to use myself or my child's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

MEDIA RELEASE SIGNATURE _____

I acknowledge that this agreement is governed by the applicable laws of the State of New Hampshire. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the State or Federal courts of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY, OR MY CHILD'S LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____