

LOON MOUNTAIN SNOW TUBING
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Participant (*Please Print*): _____ Age: _____ Sex: _____

Address: _____ City/Town: _____ State: _____ Zip: _____

1. I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS** Loon Mountain Recreation Corporation for all loss or damage I may cause to the equipment, except for reasonable wear and tear to the equipment.
2. I understand that snow tubing is a **HAZARDOUS ACTIVITY**. I further understand that snow tubing and the use of snow tubes 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 snow tubing, including but not limited to: continually changing weather and surface conditions, bare ground, ruts, bumps, banks, the use of the tubing equipment, lifts and tows, and a multitude of other risks inherent in snow tubing, as well as collisions with other participants and spectators, or any of the objects included in this release. Further, I understand that there may be other risks not known to me or reasonably foreseeable at this time. I understand that having a Loon Mountain Recreation Corporation (LMRC) employee present does not lessen the amount or severity of the risks of snow tubing. I understand that I can get hurt using these facilities and equipment and that LMRC is not responsible for my safety.
3. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity. I acknowledge that I have been given the opportunity and have been encouraged by Loon Mountain to inspect the facilities and course PRIOR to signing this release.

Initials: _____

4. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury, death and/or property damage while participating in this activity or related activities, or while present on LMRC premises, and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS** Loon Mountain Recreation Corporation, its parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors (hereafter "RELEASEES") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity, related activities, or my use of the snow tubing park, its equipment, or any equipment, or RELEASEES premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEY'S FEES FOR DAMAGE 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 OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
6. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the state 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 state or federal courts in New Hampshire and that no claims against the RELEASEES shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
7. I consent to the use by RELEASEES of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities at Loon Mountain, without restriction as to frequency, duration or medium.
8. I understand that permission to use LMRC's snow tubing park, equipment, and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue.
9. I have read the above paragraphs and fully understand them. I understand that this is a **RELEASE OF LIABILITY** which will legally prevent me or any other person from filing suit or making any other 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 Loon Mountain Recreation Corporation regarding my name, age, 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 claims or defenses prohibited by law.

Signature (Participant): _____ **Date:** _____

For Participants under 18 Years of Age: As parent or guardian of the minor named as Participant (each, the "Minor") I have authority to enter into this agreement on behalf of the Minor. To the fullest extent allowed by law, I agree to **indemnify, defend** and **hold harmless** the RELEASEES for any and all claims whatsoever brought by the Minor, and by any third party arising in connection with the Minor. 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.

Signature (Parent/Guardian): _____ **Date:** _____

THIS SPACE FOR ADDITONAL MINOR(S) IN GROUP OR FAMILY:

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____

Print Name: _____ Age: _____

Signature: _____