

NEW ENGLAND PASS  
LIABILITY RELEASE and AGREEMENT NOT TO SUE  
PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT

IP# \_\_\_\_\_

WARNING AND ASSUMPTION OF RISK

Use of, or presence on the New England Pass Resorts' equipment, facilities and premises, (hereinafter "facilities"), including but not limited to skiing, snowboarding, tubing, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence. You must keep deliberate and conscious control of your physical body, both on the ground and in the air, while properly using your equipment in variable weather and other conditions. Ski and snowboard only within your own ability. Safety is directly affected by your judgment in the severe elements of rough, mountain terrain. Be alert to all risks, hazards and dangers at the New England Pass Resorts, including but not limited to: variations in terrain (including terrain features, steepness and other variations, whether natural or as a result of slope design), surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof (and other ski area components including lights, fences, posts, and signs, all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible equipment, vehicles and machines, including snowmobiles and snowcats; collisions with other skiers or other persons (whether as a result of failure to ski or ride within their own ability or otherwise) or collisions with any of the risks identified in this paragraph or present in the mountain resort environment (whether natural or man-made). **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, damage, death or property damage associated with use of the New England Pass Resorts' facilities.

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to use New England Pass Resorts' facilities, I agree, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Sunday River Skiway Corporation; Sugarloaf Mountain Corporation and Loon Mountain Recreation Corporation; their respective parent, subsidiary, affiliated and successor companies, real and personal property owners, agents, officers, directors, contractors, volunteers, employees and insurers (collectively, the "Releasees") from any and all responsibility or legal liability for personal injury, damage, death, or property damage sustained in connection with my use of the Releasees' facilities, for any reason and under all circumstances. **THIS RELEASE COVERS ANY CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY** by the Releasees.

AGREEMENT NOT TO SUE

**I AGREE NOT TO SUE and to INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees for any claim of personal injury, damage, death or property damage which may occur from my use of Releasees' facilities, including any claim based on alleged **NEGLIGENCE** of Releasees. Should any claim or action be asserted in contravention of this agreement, I or my successor shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by Releasees. This entire Agreement is governed by the laws of the State of Maine for Sunday River and Sugarloaf, and the State of New Hampshire for Loon Mountain as is broadly as is permitted by law. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine for Sunday River and Sugarloaf, and New Hampshire for Loon Mountain and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

OTHER CONDITIONS

1. I agree to (a) visibly display my season pass when boarding lifts; (b) present my season pass to any New England Pass resort authorized representative upon request; and (c) refrain from reckless skiing or riding or other misconduct. I understand and acknowledge that my season pass may be revoked without refund for failure to comply with the foregoing or for any violation of resort policy. **I understand my season pass is NOT transferable and NOT refundable.** In the event my pass is lost, stolen, broken or unrecognizable, I must pay a non-refundable fee of \$50 for any replacement pass. My season pass privileges are valid beginning on the opening day of the 2011-12 winter season and continuing through the closing day of the 2011-12 winter season and are subject to the following: **GOLD:** No restrictions. **SILVER:** Valid every day of the 2011/12 season **except these 13 blackout days:** 12/26-12/31/11; 1/14-1/16/12; 2/18-2/20/12; 2/25/12. **BRONZE:** Valid Monday through Friday for the 2011-12 season. **Not valid** Saturdays, Sundays or on the following holiday blackout days: 11/24/11-11/25/11; 12/26-12/30/11; 1/16/12; 2/20/12-2/24/12.
2. If applicant/credit card holder has signed up for **Resort Charge** by indicating "agree" in the appropriate box for any particular individual listed, applicant/credit card holder acknowledges and accepts full responsibility and guarantees payment for all amounts charged by an individual listed, whether or not such use is authorized by applicant/credit card holder. Applicant agrees that the respective resort companies may pursue all avenues of collection, including the use of collection agencies and applicant authorizes the resort companies to prepare and submit charge slips using any of the charge cards listed on this application to recover all charges and other unpaid amounts due.
3. Season duration or frequency of use is **NOT GUARANTEED** due to **WEATHER** and **SNOW CONDITIONS**.
4. I hereby grant permission to the Releasees to use my image(s), picture or other likeness(es), whether video, digital or print (collectively, "Image"), for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

PARENT/GUARDIAN AUTHORIZATION

As Parent/Guardian with legal responsibility for the minor applicant(s) named below, I verify that I have authority to enter this agreement on behalf of the minor child(ren). I have read, understood and agree that the minor child(ren) and anyone on behalf of the minor child(ren), including me, is bound by the terms of this Liability Release and Agreement Not To Sue. Furthermore, if any claim or action is brought in contravention of this Agreement, including any claim alleging **NEGLIGENCE**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any and all expenses incurred, **INCLUDING LEGAL FEES**, and any **DAMAGES** for which they may be adjudged legally liable to pay.

ACKNOWLEDGEMENT

**I have carefully read this entire document, understand it and accept all conditions.** I understand and agree that this Liability Release and Agreement Not to Sue is intended legally to prevent me, or any other person claiming through me, from filing suit or making a claim for damages in the event of personal injury, damage, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the resort facilities is being given to the undersigned participant(s) in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding any information on this application. I acknowledge and agree that this document in conjunction with the 2011/2012 Loon Mountain, Sugarloaf, and Sunday River Season Pass Terms & Conditions of Use supersedes any other agreement or representation by or between the parties and that all provisions of this Liability Release and Agreement Not to Sue will be in force and survive throughout and after the 2011-12 winter season.