

LOON MOUNTAIN CLIMBING WALL
ACKNOWLEDGMENT OF RISKS & HAZARDS, LIABILITY RELEASE,
INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE

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

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

1. I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while it is in my possession. I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Loon Mountain Recreation Corporation for all loss or damage I may cause to this equipment, except for reasonable wear and tear to the equipment.
2. I understand that climbing in all of its forms is a HAZARDOUS ACTIVITY. I further understand that climbing 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 climbing, including but not limited to: variations in weather, surface and equipment conditions, falling, tripping, slipping, entanglement, strangulation, being struck by equipment or climbers, failure to climb or belay safely, misuse or failure of the facilities or equipment, injuries to the head and other parts of the body including: broken bones, sprains, strains, dislocations, lacerations, slivers, abrasions, rope burns, punctures, acceleration or deceleration injuries, emotional trauma, death and property damage. I understand that having a Loon Mountain Recreation Corporation (LMRC) employee present does not lessen the amount or severity of the risks of wall climbing. 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. **Initials:** _____
4. 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 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 ALL LIABILITY FOR NEGLIGENCE and 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 Loon Mountain climbing wall, its equipment, or any equipment, or LMRC premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. I promise not to sue the RELEASEES and agree that if anyone is physically injured or property is damaged while I am using the RELEASEES' premises, facilities and equipment, I will have no right to make a claim or file a lawsuit against the RELEASEES, for any reason and under all circumstances.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS 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 OR 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 law 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 activities and 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 of RELEASEES, without restriction as to frequency, duration or medium.
8. I understand that permission to use RELEASEES' equipment, climbing wall 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 RELEASEES 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/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the RELEASEES for any claim or suit arising out of said minor's participation in the activity or said minor's presence on LMRC's premises.

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

FOR LOON MOUNTAIN USE ONLY

Shoe #: _____ **Helmet I.D. #:** _____ **Time:** _____ **Date:** _____

Name of Attendant(s): _____

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:
