

SEASON PASS CONDITIONS OF USE AND RELEASE OF LIABILITY (Please read carefully before signing)

As a condition of receiving or purchasing a Pats Peak Season's Pass, I, the pass holder, agree to the following conditions of use and release of liability:

1. **WARNING:** All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment, marked or lighted trail maintenance 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 and snow grooming operations, including but not limited to jumps, roads and catwalks or other man-made and natural terrain modifications and features including terrain parks, elements and half-pipes; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely; in control or within their own ability.

2. I agree a) to visibly display the season's pass when boarding lifts; b) to present the season's pass to any authorized representative of the Pats Peak staff upon request; c) to refrain from misconduct or reckless skiing/ riding; and d) to read and obey the guidelines issued under "Your Responsibility Code" as found on Pats Peak's: trail map, signage, handouts, and on display throughout Pats Peak.

3. I understand that if I attempt to board a lift without my pass I will be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services").

4. I understand that this season pass may not be used by anyone but the pass holder and that it is **NOT TRANSFERABLE**. I also understand that this pass may not be physically altered in any manner. Any misuse of this pass may cause revocation without refund and employment termination, if applicable. Restitution will be demanded, and I will be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services")

5. I understand that if I do not have my pass with me, I may be required to purchase a lift ticket at full price. If my pass is lost or stolen, I understand that I must report it immediately to Pats Peak and pay a \$25 replacement fee prior to receiving a replacement pass.

6. I understand that any conduct which in Pats Peak's opinion violates the terms of "Your Responsibility Code", or which in Pats Peak's opinion qualifies as misconduct or nuisance on the premises, may result in revocation of this pass without refund.

7. I hereby promise not to bring a claim against or sue, and **AGREE TO RELEASE** Pats Peak Skiing, LLC, its shops, employees, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, any equipment manufacturers and distributors, and race committees, together with each of their officers, managers, and coaches (collectively "Releasees"), from all liability for injury, death, property loss and damage that results from participation in recreational activities, that is in any way related to participation in the Snowsports Program, the use of the equipment, or is related to any other activity as this ski/recreational area, whether such claim is based on liability that results from the **NEGLIGENCE OF Releasees**, breach of warranty, product defect, or any other person or cause.

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 my, or my child's participation in the program, use of the equipment, or any other activities on Releasees premises. I understand that permission to use Releasees premises, and my, or my child's involvement in this program is being given in exchange for the execution of this Release of Liability.

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 necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or 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.

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

I acknowledge that the applicable laws of the State of New Hampshire govern this agreement. 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. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses, which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. Season duration or frequency of use is **NOT GUARANTEED** due to **WEATHER and SNOW CONDITIONS** and I acknowledge that Pats Peak may be required to close at any time without notice, due to weather, snow conditions or other circumstances beyond its reasonable control. I further understand that there will be **NO REFUNDS** for any reason whatsoever, including but not limited to unexpected closures by Pats Peak for the foregoing reasons.

PLEASE SIGN ON OTHER SIDE.