



**SEASON PASS CONDITIONS OF USE, RELEASE OF ALL CLAIMS, AND ACKNOWLEDGMENT OF RISK**  
**Read This Entire Document.**

As a condition of receiving or purchasing a Pats Peak Skiing, LLC Season's Pass, I, for myself and for everyone for whom I execute this Release, agree to the following conditions of use and RELEASE OF LIABILITY:

1. **WARNING:** All forms of skiing, snowboarding, recreational activities, the use of Pats Peak Skiing, LLC facilities and grounds/parking lots/walkways, and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of Pats Peak Skiing, LLC facilities and property, including, but not limited to, all parking lots, walkways, buildings, facilities, lifts, trails, parks and all other property at Pats Peak Skiing, LLC recognize the inherent dangers in doing so and 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 and forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions (including ice and snow) and other inherent risks of using Pats Peak Skiing, LLC facilities, buildings, parking lots, walkways and property, skiing, snowboarding and tubing, including but not limited to: slippery surfaces, 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, 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, including ski lifts; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking and snow grooming operations, including but not limited to 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 act, ski, and ride safely, in control or within their own ability. I acknowledge that slips, trips and falls as well as encountering slippery and icy conditions are inherent to visiting a ski area where I expect to encounter snow, ice, and other slippery conditions. I further acknowledge that falls/injuries occurring while loading, riding, and unloading from ski lifts are risks inherent to the sport of skiing and are specifically contemplated in this agreement. I agree that this list is incomplete and voluntarily agree for myself and those for whom I execute this release to participate in the activities identified herein and to use Pats Peak Skiing, LLC facilities, grounds, parking lots, and buildings.

2. I hereby promise not to bring a claim against or sue and AGREE TO RELEASE Pats Peak Skiing, LLC, its employees, coaches, volunteers, owners, affiliates, agents, landowners, officers, directors, and their successors in interest (collectively "RELEASEES"), from all liability for injury, death, property loss and damage that results from my visit to Pats Peak Skiing, LLC, encountering risks and dangers including but not limited to those identified in part 1 herein, participation in any recreational activities, Snowsports Program or the use of RELEASEES equipment, property, and facilities, whether such claim is based on the NEGLIGENCE OF RELEASEES, breach of warranty, product defect, or any other liability 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 participation or that of the person for whom I execute this document's participation in the RELEASEE'S Snowsports Program, use of their equipment, or any other activities on RELEASEES premises. I understand that permission to use RELEASEES premises is being given in exchange for this Release of Liability.

3. Ski and Riding Season duration and frequency of use of the Season Pass is NOT GUARANTEED. WEATHER, SNOW CONDITIONS, Governmental Orders, Travel Bans, Pandemics, Epidemics, Wars, Illness, Fires, ACTS OF GOD, or other unforeseen issues beyond the control of Pats Peak Skiing, LLC may render operation of Pats Peak Skiing, LLC physically and/ or financially impossible or impracticable. I understand and acknowledge these possibilities. I further understand that there will be NO REFUNDS for any reason whatsoever, including but not limited to unexpected closures by Pats Peak Skiing, LLC for the foregoing reasons.

4. I agree a) to visibly display my season pass when boarding lifts; b) to present the season pass to any authorized representative of the Pats Peak Skiing, LLC 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 Skiing, LLC's trail map, signage, handouts, and on display throughout Pats Peak Skiing, LLC. I understand that any conduct which in Pats Peak Skiing, LLC's opinion violates the terms of "Your Responsibility Code", or which in Pats Peak Skiing, LLC's opinion qualifies as misconduct or nuisance on the premises, may result in revocation of this season pass without refund.

5. I understand that if I attempt to board a lift without my season pass, I may be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services"). 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 season pass may not be physically altered in any manner. Any misuse of this season 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 New Hampshire criminal Theft of Services statute. If I forgot my season pass, I must pay a \$5 fee for a day ticket as well as a \$5 RFID card, if needed. Multiple requests for Season Pass day tickets may incur a \$25 fee at Pats Peak's discretion. If my season pass is lost or stolen, I understand that I must report it immediately to Pats Peak Skiing, LLC. Replacement passes are printed at Pats Peak Skiing, LLC's discretion. If a replacement pass is granted, there will be a \$25 fee, one replacement season pass per season.

6. I authorize Pats Peak Skiing, LLC to administer first aid as they deem necessary to me or the person for whom I execute this release. I authorize transportation to a medical facility, at my expense, if deemed necessary by Pats Peak Skiing, LLC. 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 the person for whom I execute this release, at my expense.

7. I hereby grant exclusive permission to Pats Peak Skiing, LLC Skiing, LLC 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.

8. I acknowledge that New Hampshire law governs this agreement. I further agree that any action relating to or arising out of this agreement must be brought in Merrimack County, 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. I further agree this document shall be admissible in any legal action against any RELEASEE, to include in any motion to dismiss and/or for summary judgment.

**PLEASE SIGN THE OTHER SIDE.**