

**GATEWAY HILLS SNOW PARK  
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

In consideration for my or my child's use of the park facilities or participation at Gateway Hills Snow Park LLC, I agree, for myself and/or my child, expressly acknowledge, and agree as follows:

1. I hereby **RELEASE, Hold Harmless and Indemnify**, Gateway Hills Snow Park their owners, affiliates, subsidiaries, officers, directors, employees, volunteers, agents and assigns from any and all responsibility or liability for injury or property damage resulting directly or indirectly from any alleged **NEGLIGENCE** (hereinafter "RELEASEES") and any and all losses, damages, costs, attorneys' fees resulting of the RELEASEES from any and all claims or suits for personal injury, death and/or property damage that may arise out of my participation in this event and the inherent risks of the activities of skiing/snowboarding and/or my use of the RELEASEES' passenger tramways equipment, facilities and premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, accepting for myself any and all such damage or injury which may result.

2. I agree Skiing and Snowboarding on a ski hill are potentially hazardous activities and **INJURIES MAY BE COMMON AND ORDINARY OCCURRENENES** during this activity, including the possibility of permanent disability, death, and injury to any part of the user's body while engaging in the activity. I understand and agree the **inherent hazards and risks include, but are not limited to:** falling, causing broken bones, severe injuries to the head, neck and back, which may result in severe impairment or even death; changes in terrain; snow surfaces; moguls; ice; bare spots; rocks; stumps; debris; fences; posts; trees; lift equipment and towers; conveyer and handle tows; light poles; signs; buildings and appurtenances thereto; roads; walkways; half-pipes and/or other freestyle features; cliffs; jumps; padded and non-padded barriers; snow making and snow grooming equipment; snowmobiles; other persons; other natural and man-made hazards; exposure to outdoor elements, including but not limited to rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature or weather conditions; risks associated with the malfunction of my own or others' equipment related to the activity.

3. This Agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed and interpreted according to the laws of the State of New Hampshire. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that all disputes arising under this contract or my use of any park facilities shall be litigated in the State or Federal courts in the State of New Hampshire and governed by its laws and procedures, without regard to choice of law provisions; I agree that no claims may be brought against RELEASEE'S in any other jurisdiction.

4. I acknowledge that RELEASEES have not made any warranties, express or implied, and that it is my responsibility alone to thoroughly familiarize myself with the park, course, area, and equipment, and that it is my sole responsibility either not to participate in the event, or to discontinue participation in the event if there is anything unsafe or which creates any additional risk over and above that which is inherent in skiing/snowboarding. I certify and I and/or my child are physically fit and have no medical conditions that affect my ability to participate in the event. I understand that any medical bills incurred

5. Photo Release: I hereby give permission to Gateway Hills Snow Park the absolute and irrevocable right and permission to use any pictures (video or print) taken in connection with this activity of me and/or my child without restriction as to frequency, duration, and/or medium.

6. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY.

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SIGNATURE OF PARTICIPANT	PARTICIPANT'S PRINTED NAME	DATE

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 Agreement and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree **to RELEASE from liability, forever discharge, indemnify and hold harmless** RELEASEES for any claim or suit arising out of said minor's participation in the in event or use of the resort facilities.

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SIGNATURE OF PARENT/GUARDIAN	PARTICIPANT'S PRINTED NAME	DATE