



Acro-Bag Waiver

ACKNOWLEDGEMENT OF RISK & HAZARDS, LIABILITY RELEASE & AGREEMENT NOT TO SUE

WARNING: All forms of skiing and snowboarding, terrain park recreational activities and the use of the Acro-Bag, and other terrain park equipment are **hazardous**. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body, both on the ground **and in the air**, though proper use of equipment in relation to ever-changing variables and dangers. Your safety is directly affected by your judgment. Ski or ride only within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: the use of the Acro-Bag, which includes jumping, becoming disoriented in the air, falling, landing awkwardly and/or becoming entangled in the Acro-Bag, existing, changing and variable snow conditions; surface and subsurface conditions, dirt, grass, bare spots, forest growth, rocks, 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, snowmaking and snow grooming equipment; other man-made terrain structures or objects and their components, and collisions with or falls resulting from such man-made objects; grooming operations, including but not limited to terrain features or elements, jumps, ramps, roads and catwalks or other man-made or natural terrain modifications and features; the presence of and collisions with other skiers/riders, the ground or snow surface; and the failure of others to ski/ride safely, in control, or within their own ability.

As a condition of being permitted to gain access to and use the Acro-Bag, equipment, facilities and premises, I hereby promise not to bring claim against or sue RELEASEES (as described below), for any reason and under all circumstances, on my or my child's behalf. I freely and voluntarily accept all risk of injury, death or property damages and agree for myself, my child and my heirs to **RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS** Mount Sunapee Resort, The Sunapee Difference LLC, Resort Asset Management LLC, Triple Peaks LLC, CLP Mount Sunapee LLC, the State of New Hampshire and their parent, subsidiary, affiliated, and successor companies, directors, officers, agents, employees, and the Acro-Bag equipment manufacturers and distributors, collectively referred to as RELEASEES, from **ALL LIABILITY FOR NEGLIGENCE** and any and all liability for personal injury including death, and property damages **resulting from RELEASEES' negligence or otherwise**, including but not limited to: personal injury caused by RELEASEES' operation of the Acro-Bag, the venue, the ski area or the conditions of the premises, such as those listed in the warning paragraph above, or from my use of the Acro-Bag, and /or my participation in recreational activities at the ski area. I am fully aware that all forms of recreational activities are hazardous, filled with risks and hazards, and that falls, collisions and injuries are a common occurrence in these activities. I accept for myself and/or my child the full responsibility for any and all such damages or injury of any kind that may result from my, or my child's actions and participation in the foregoing activities, my or my child's presence on RELEASEES premises.

I agree that any claim that I may at any time bring for any reason against RELEASEES shall be submitted to the jurisdiction of the state or federal courts in the State of New Hampshire and no other jurisdiction and shall be governed by New Hampshire law. I further agree that if any portion of this agreement is determined to be unenforceable by the court, all other parts of the agreement shall remain in full force and effect.

Further, I authorize anyone working at the Mount Sunapee Acro-Bag venue, and/or the Mount Sunapee medical services providers, to call for such medical care for the child or transport the child to the appropriate clinic or hospital if, in the opinion of anyone working at the Acro-Bag venue, medical attention is needed for the child. This authorizes a licensed physician or other recognized first aid room staff member to carry out emergency medical care deemed necessary for the child in an emergency where normal permission is unavailable. I agree that upon transporting the child to any medical facility, clinic, or hospital that the responsibility of the RELEASEES shall be totally fulfilled and the RELEASEES shall not have any further responsibility for the child. I agree to pay all cost associated with such medical care and reed transportation for the child and **DEFEND, INDEMNIFY and HOLD HARMLESS** the RELEASEES from any cost incurred therein.

I agree to voluntarily and visibly display my ticket or pass when accessing the Acro-Bag. In addition I agree to abide by all instructions, and all rules of conduct posted or provided.

I understand that permission to use the RELEASEES' Acro-Bag, facilities, equipment and premises is being given to myself and/or my child in exchange for the execution of this Liability Release and Agreement Not to Sue.

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 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.

Date: _____
Print Participant's Name: _____ Signature: _____ Date of Birth: _____

If Under 18 Years: Print Minor's Name(s) 1) _____ Date of Birth: _____
2) _____ Date of Birth: _____
3) _____ Date of Birth: _____

As parent/ guardian signing this Liability Release agreement for the above named minor(s), I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor(s), 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 RELEASEES premises.

Print Parent/Guardian Name: _____ Signature: _____ Date: _____
Phone _____ Zip _____

Guest Last Name