



GOLD PASS RULES/INDEMNITY AND RELEASE OF LIABILITY AGREEMENT

GOLD PASS RULES

Your Ski New Hampshire Gold Pass(es) ("Pass") is for your use and enjoyment, but it is also a revocable privilege. Listed below are rules and information that can help make your experience safe and enjoyable. This is a partial list; always follow Your Responsibility Code and use good judgment for the safety of yourself and others.

1. Ultimate responsibility for how the Pass is used rests with **YOU**, the Pass Owner. Anyone using the Pass must adhere not only to the rules stated here, but also to all rules, regulations, policies, and procedures of the Participating Resorts (listed below). The Pass Owner is responsible for ensuring that anyone using the Pass is fully aware of these rules. If someone uses and/or abuses your Pass, your Pass may be revoked, suspended, and/or terminated without replacement to you, the Pass Owner.
2. If any Participating Resort's personnel believes that the Pass User's behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke the Pass without the Pass Owner having any right to refund or reimbursement.
3. The Pass purchase price is non-refundable. The Pass is not for resale and BECOMES INVALID IF RESOLD. The Pass is transferable between individuals at the Pass Owner's discretion. Although the Pass is transferable, **LIFT TICKETS RECEIVED FROM PARTICIPATING RESORTS ARE NEVER TRANSFERABLE AND CANNOT BE SOLD** or otherwise distributed. Any violations will be reported to Ski New Hampshire, which reserves the right to CANCEL a Pass that has been misused – without reimbursement. Participating Resorts where violations of law occur may also prosecute individuals independently. We work closely with Participating Resorts to prevent ticket fraud.
4. Each Pass is valid only for the season for which it was purchased. The Pass does not guarantee access to the Participating Resorts for a minimum number of days in each season or guarantee that any resort will be open for a minimum number of days each season. Use of the Pass to access resorts is subject to, among other things, the resorts being open and having the capability and/or capacity to grant access. Participating Resorts reserve the right to restrict the use of a Pass for any reason or to close the resort, or portions of the resort, for weather, safety, or any other reason at their sole discretion with or without notice during the season. Participating Resorts cannot guarantee snow conditions. Pass refunds are not available.
5. Pass Users must keep out of all areas marked "Closed" (entering a "Closed" trail is illegal in New Hampshire). Pass Users who travel beyond any Participating Resort boundary agree to assume all risks of doing so, including payment for any rescue.
6. Pass Users must read and follow all Participating Resorts' signage, directions, rules, "Your Responsibility Code", and all applicable New Hampshire laws including but not limited to the N. H. Ski Statute, RSA Ch. 225-A.
7. If a Pass is lost, missing, or stolen, please notify our office immediately at info@skinh.com. A replacement Pass will be sent for a replacement/shipping fee of \$75.00. Only the Pass Owner may contact us for a replacement pass, not someone who has been loaned the pass.
8. Ski New Hampshire may amend and/or modify the terms and/or eligibility for the Pass program at any time.
9. Each time the Pass is used, such use will constitute a renewal and reaffirmation of the Pass Owner and the Pass User's acceptance of this entire Agreement, even if the actual User of the Pass is someone other than the person executing this Agreement.

INDEMNITY AND RELEASE OF LIABILITY AGREEMENT

As the Pass Owner, I acknowledge that I have voluntarily applied to purchase a Pass, and that doing so requires agreement to the terms and conditions of this entire Agreement. I, my child, and/or the User of the Pass (collectively herein, "I," "me," or "my") acknowledge that I have chosen to participate in winter activities and/or other recreational activities, including but not limited to, alpine skiing, snowboarding, Nordic skiing, telemark skiing, and all other forms of winter recreation made available to Pass Owners and Pass Users (collectively, "activities") through the following Participating Resorts (and any others added during the season(s) for which the Pass was purchased):

Alpine Ski Areas

Abenaki Ski Area
Attitash Mountain
Bretton Woods
Cannon Mountain
Cranmore Mountain Resort
Crotched Mountain
Dartmouth Skiway

Granite Gorge Mountain Park
Gunstock Mountain Resort
King Pine
Loon Mountain Resort
McIntyre Ski Area
Mount Sunapee
Pats Peak

Ragged Mountain Resort
Tenney Mountain
Waterville Valley
Whaleback Mountain
Wildcat Mountain

Bear Notch Ski Touring Center
Bretton Woods Nordic Center
Eastman Cross Country
Franconia Village XC
Great Glen Trails

Gunstock Outdoor Center
Jackson XC
Mt Washington Valley Ski Touring & Snowshoe Center
Nordic Skier Wolfeboro XC

Oak Hill Outdoor Center
Pine Hill Ski Club
Purity Spring XC & Snowshoe Reserve
Waterville Valley Adventure Center

I understand that my participation in the activities poses numerous inherent and other risks of **INJURY** and **DEATH** to me, including, but not limited to, the risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard snow; unmarked obstacles; thin snow cover; bare spots; bumps; moguls; stumps; forest growth and debris; erosion control devices; rocks; cliffs; steep terrain; and deep snow. I also understand that the activities involve risks posed by loss of balance, control, falling, sliding and collisions with trees, rocks, fences, terrain features (natural or man-made), freestyle terrain, other participants and/or spectators, snowmaking or snow grooming equipment and their components, snowmobiles, grooming machines and other over snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other risks include those associated with loading, riding, and unloading lifts; using terrain parks, half pipes, rails and other park features; using mountain transportation; walking on the premises; going beyond the ski area boundary; participating in lessons, races and special events; and any risks associated with interacting or sharing space with other people, such as transmittable illnesses and diseases (collectively, "use of the facilities"). Despite the foregoing risks and all other risks associated with the activities and use of the facilities, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that may be associated with or arise out of my participation in the activities or use of the facilities.

In consideration of being permitted to participate in the activities and to use the facilities with my Pass, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NOT TO SUE** the Participating Resorts listed above, Ski New Hampshire, the United States Forest Service, event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, volunteers, employees, Owners, landowners, parent and subsidiary companies, and affiliated companies (collectively, "Participating Resorts") for injury or death resulting from my participation in the activities or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of the Participating Resorts. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Participating Resorts for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my participation in the activity or use of the facilities.

I understand that this Release of Liability Agreement applies whenever I participate in the activities or use the facilities at the Participating Resorts. I understand that this **RELEASE OF LIABILITY AGREEMENT** will prevent me, my child, my heirs or assigns from filing suit or making any claim for damages in the event of injury or death from participation in the activities or use of the facilities.

I AGREE TO INFORM ANY USER OF THIS PASS THAT SUCH USER IS BOUND BY ALL TERMS OF THIS AGREEMENT and provide a copy of this Agreement to them if they request. By signing this Agreement, I affirm that I am doing so for myself and/or on behalf of all persons who use the Pass. I agree that by signing this Agreement and providing the Pass to other Users, I am acting as the agent for any Pass User, and that this Agreement is binding on all Pass Users. If any Pass User brings a claim or lawsuit against one or more Participating Resorts, I agree to defend, indemnify and hold harmless the Participating Resorts from that claim or lawsuit as described in the next paragraph.

In the event that any Pass User, by themselves, their legal representative, or assigns files a claim or a lawsuit arising out of their participation in the activities or the use of the facilities at the Participating Resorts, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Participating Resorts for any judgment, damages, attorney's fees, or costs arising out of such a claim or a lawsuit by the Pass User.

With a full understanding of this Agreement, I nevertheless enter into it freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns, legal representatives, and any Pass Users. If any provision of this Agreement is held invalid or unenforceable, I agree that the remainder of the Agreement will remain in full force and effect. I agree

that any action arising from or related to this Agreement must be brought only in a court of competent jurisdiction in the Participating Resort's county where the Pass was used that resulted in the action. Any action is subject to and determined under the laws of the State of New Hampshire.

THIS IS A LEGALLY BINDING DOCUMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Date

Pass Owner Signature