

LOON MOUNTAIN, SUGARLOAF, SUNDAY RIVER and NEW ENGLAND PASS**2022-2023 Winter Season****LIABILITY RELEASE, ACKNOWLEDGEMENT OF RISKS and AGREEMENT NOT TO SUE****PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT****LIABILITY RELEASE, ACKNOWLEDGEMENT OF RISKS AND HAZARDS, WARNING AND ASSUMPTION OF RISK**

I acknowledge that my use of, or presence on the Loon Mountain, Sugarloaf and Sunday River resorts, ski areas, equipment, facilities and premises (hereinafter "facilities"), including but not limited to the use of aerial and surface lifts, skiing, snowboarding, tubing, snowshoeing, uphill travel and other recreational activities, involve risks which may be HAZARDOUS to skiers, riders and other participants. I understand that falls and injuries are a common occurrence. I understand I must keep deliberate and conscious control of my body, both on the ground and in the air, while properly using my equipment in variable weather and conditions. I will ski and snowboard only within my own ability. I understand my safety is directly affected by my judgment in the severe elements of rough, mountainous terrain. I understand my participation in skiing, riding, other snow sports and the use of passenger tramways and lifts involve inherent risks which are dangers and conditions that are an integral part of the activity, as well as other known and unknown risks which include, but are not limited to: risks relating to loading, riding and unloading lifts; existing and changing weather conditions; existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush and granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, rocks, stumps, trees and other natural objects; collisions with or falls resulting from such natural objects, collisions with or falls from lift towers, lights, signs, posts, fences, mazes or enclosures, hydrants, pipes, snowmaking and snow-grooming equipment, trail maintenance vehicles and snowmobiles, which may be operating at any time, other man-made structures or objects and their components; collisions with or falls resulting from such man-made objects, variations in steepness or terrain, whether natural or as a result of slope design, including but not limited to: freestyle terrain, jumps, roads and catwalks or other terrain modifications; snowmaking or snow-grooming operations, the presence of and collisions with other skiers; and the failure of skiers to ski safely, in control or within their own abilities. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, illness, death or property damage associated with use of the facilities. Such risks also include the risk of catching a communicable disease.

LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to use the facilities, **I AGREE** on behalf of myself, my heirs, my assigns and, if applicable, my minor children or wards **to RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Sunday River Skiway Corporation, Sugarloaf Mountain Corporation, Loon Mountain Recreation Corporation, Shawnee Peak Holdings, LLC, Boyne USA, Inc., and the US Forest Service, their respective parents, subsidiaries, affiliates and successors, real and personal property owners, agents, assigns, officers, directors, contractors, volunteers, employees and insurers (collectively, **the "RELEASEES"**) **from any and all legal liability** for personal injury, illness, death, or property damage sustained in connection with my use and, if applicable, my minor children or wards' use, of the **RELEASEES'** facilities, for any reason and under all circumstances, incurred at any time including any prior ski season. **THIS LIABILITY RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE RELEASEES.**

AGREEMENT NOT TO SUE

I AGREE NOT TO SUE THE RELEASEES on my own behalf, and if applicable, on behalf of my minor children or wards, for any claims of personal injury, death or property damage which may occur from my or their use of **RELEASEES'** facilities, including any and all claims based on the alleged **NEGLIGENCE OF RELEASEES**. Should any claim or action be asserted in contravention of this agreement, I or my successor(s) shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by **RELEASEES**. This entire Agreement is governed by the laws of the State of Maine for Sunday River, Sugarloaf and Shawnee Peak, and the State of New Hampshire for Loon Mountain, as broadly as permitted by law. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine for Sunday River, Sugarloaf and Shawnee Peak, and New Hampshire for Loon Mountain. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

OTHER CONDITIONS

1. This Liability Release, Acknowledgment of Risks and Agreement Not to Sue applies to Loon Mountain, Sugarloaf and Sunday River 2022-2023 winter season passes, including but not limited to, the New England Pass, Maine Student Teen, Maine Student Junior, Maine Student Combo, Sugarloaf only, Lin-Wood Student Youth Pass, Prep Ski Team Youth Pass, Loon LTD Pass, Loon Access Pass, Loon Partner, Loon only, Sunday River Maine Student, Sunday River/Sugarloaf Combo, Sunday River Community, Silver Canadian Passport, March Canadian Passport, Sunday River Partner, Sugarloaf Local 6 pass, and Sugarloaf Community Pass.
2. **I agree to: (a) carry my season pass when boarding lifts; (b) present my season pass to any resort authorized representative upon request; and (c) refrain from reckless skiing or riding or other misconduct.** I understand and acknowledge that my season pass may be revoked without refund for failure to comply with the foregoing, or for any violation of resort policy. **I understand my season pass is NOT transferable and NOT refundable.** In the event my pass is lost, stolen, broken or unrecognizable, I agree I must pay a non-refundable fee of \$50 for a replacement pass. My season pass privileges are valid beginning on the opening day of the 2022-2023 winter season and continuing through the closing day of the 2022-2023 winter season, subject to the 2022-2023 All Loon Mountain, Sugarloaf, Sunday River and Shawnee Peak Season Pass Terms & Conditions of Use.

*This line only to be used if used as a Paper release.

I have read and understand the front side of this document:

Initials: _____ **Date:** _____

3. Season duration or frequency of use is **NOT GUARANTEED** due to **WEATHER** and **SNOW CONDITIONS**, or any other reason or cause.
4. If applicant/credit card holder has signed up for **Resort Charge** by indicating "agree" in the appropriate box for any particular individual listed, applicant/credit card holder acknowledges and accepts full responsibility and guarantees payment for all amounts charged by an individual listed, whether or not such use is authorized by applicant/credit card holder. Applicant agrees that the respective resort companies may pursue all avenues of collection, including the use of collection agencies and applicant authorizes the resort companies to prepare and submit charge slips using any of the credit/debit cards listed on this application to recover all charges and other unpaid amounts due.
5. I hereby grant permission to the **RELEASEES** to use my image(s), picture or other likeness(es), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

ADULT AND PARENT/GUARDIAN AUTHORIZATION AND INDEMNIFICATION OF RELEASEES

As Parent or duly authorized Guardian for the minor applicant(s) named below, I verify that I have authority to enter into this agreement on behalf of the minor child(ren). I have read, understand and agree that the minor child(ren) and anyone acting on their behalf, including me, is bound by the terms of this Liability Release, Acknowledgement of Risks and Hazards and Agreement Not to Sue (hereafter "Agreement"). Furthermore, if any claim or action, including any claim alleging **NEGLIGENCE** is brought by my minor child or ward, or anyone claiming to act on their behalf, against any **RELEASEES**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** for any and all expenses incurred by **RELEASEES** in defending and/or satisfying any judgment, including legal fees. If I am not the parent or guardian of the minor child or ward, I nevertheless agree to indemnify, defend and hold harmless the **RELEASEES**. I also agree that if I have signed this Release of Liability on behalf of any adult who refuses to accept or carry out the terms of this agreement by bringing a claim or action against the **RELEASEES**, including any claim alleging **NEGLIGENCE**, I will personally **INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** for any and all expenses incurred by the **RELEASEES** in defending and/or satisfying any judgment, including legal fees.

ACKNOWLEDGEMENT

I have carefully read this entire Agreement, understand it and agree to its terms it by my signature below. I understand and agree that this document is intended legally to prevent me, or any other person claiming through me, from filing suit or making a claim for damages in the event of personal injury, illness, death or property damage. I freely and voluntarily enter into this Agreement. I understand that permission to use the facilities is being given to the undersigned participant(s) in exchange for the execution of this Agreement. I have made no misrepresentations to the **RELEASEES** regarding any information on this application. I acknowledge and agree that this document, in conjunction with the 2022-2023 All Loon Mountain, Sugarloaf, Sunday River and Shawnee Peak Season Pass Terms & Conditions of Use, supersedes any other agreement or representation by or between the parties and that all provisions of this Agreement will be in force and survive throughout and after the 2022-2023 winter season.

BY MY SIGNATURE BELOW, I CONFIRM THAT I AM THE PARENT, LEGAL GUARDIAN OR OTHERWISE LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR, OR IF SIGNING ON BEHALF OF AN ADULT, THE ADULT HAS READ, UNDERSTANDS AND CONSENTS TO BE BOUND BY THIS LIABILITY RELEASE AGREEMENT, GIVING ME PERMISSION TO SIGN ON THE ADULT'S BEHALF. IF THIS PURCHASE IS FOR MY MINOR CHILD OR WARD, I CONFIRM THAT I AM THEIR PARENT OR LEGAL GUARDIAN AND I AGREE TO BE BOUND BY THIS LIABILITY RELEASE ON THEIR BEHALF. WARNING: IF THIS LIABILITY RELEASE IS NOT SIGNED BY THE REAL INTENDED PURCHASER, THE SIGNER THEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES FOR ANY CLAIM OR LAWSUIT INITIATED BY THE INTENDED PURCHASER AGAINST THE RELEASEES.

**I agree for.....
SIGN HERE
I state that I am authorized to sign for....**

Applicant(s) must sign below.

- This line only to be used if used as a Paper release.

Print Name	DOB	Signature	Date
Print Minor's Name	DOB	Parent / Guardian Signature	Date
Print Minor's Name	DOB	Parent / Guardian Signature	Date

IP# _____

Print Minor's Name

DOB

Parent / Guardian Signature

Date

Print Minor's Name

DOB

Parent / Guardian Signature

Date