

Aerial Adventure/Mountain Adventure Parks

ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE AND AGREEMENT NOT TO SUE

Please read carefully before signing. This is a legal document and a release of legal rights.

Risks and hazards: The following are risks and hazards of the Aerial Adventure Park, Summer and Winter Mountain Adventure Park (including the Mountain Coaster, Soaring Eagle Zip Ride, Giant Swing, Rock Climbing Wall, Bungy Trampoline, Bouncy Houses, Spider Mountain, Winter and Summer Tubing, Scenic Chairlift Rides), skiing, snowboarding, snowshoeing, riding chairlifts, hiking, or other physical activities and/or facilities (collectively, "**Activities**") at Cranmore Mountain Resort ("**Resort**"), and I acknowledge that:

- The Activities at the Resort are inherently dangerous with risks of ***injury*** and ***death*** and ***property damage*** including but not limited to:
 - falling, slipping, jolting, jarring or shaking
 - variations in terrain
 - surface or subsurface snow or ice conditions or bare spots
 - terrain parks, elements or features
 - uneven and/or slippery ground or track conditions, high elevation
 - pole lines and plainly marked or visible snow making equipment
 - adverse weather conditions, natural elements
 - encounters with plants, insects or animals
 - breaks, sprains, strains, bruises and other contusions
 - collisions with other participants or man-made or natural objects
 - carelessness and misjudgments on the part of participants and Resort staff, including by failing to follow proper procedures, instructions and the operating policies of Resort
 - rocks, trees, stumps and other forms of forest growth or debris
 - equipment failure, malfunction, or improper use of equipment
 - vehicles and machines including snowmobiles and snowcats
 - my health condition, physical exertion, dehydration, fatigue, anxieties and fears associated with heights, dizziness
 - other risks and dangers that can reasonably be inferred from the other risks and dangers listed here
- These risks and dangers are obvious and necessary to participate in the Activities.
- There may be other risks not known or reasonably foreseeable at this time.
- Having a Resort employee present does not reduce the amount or severity of the risks or hazards of these Activities.
- If I violate any Resort rules I may have my pass revoked without refund.
- For safety purposes, the areas of the Activities are under video and audio surveillance.
- ***I made a voluntary choice to participate in the Activities even though there are risks and dangers.***

Assumption, Release, Covenant: In consideration of the terms of this agreement and as an express condition of my participation in the Activities, I hereby agree:

- to assume all dangers and risks, inherent or otherwise, of injury, death and property damage resulting from my participation in the Activities at the Resort (including those provided by NHRSA Ch. 225-A:24 and those dangers and risks not outlined in the state statute); and refrain from reckless conduct that is not consistent with safe and prudent participation in the Activities, or violates the Resort's rules or the law;
- not to bring a claim against and ***agree to release and forever discharge*** CM Resort, LLC; CMR Properties, LLC; CLP Lending I, LLC; Centerplate, their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively "**Resort Parties**"), from all liability for injury, death, property loss and damage that results from activities that are in any way related to my participation in the Activities, the use of the Resort Parties' equipment, ***including all liability that results from the negligence of the Resort Parties, or any other person or cause; and all claims that I may now have against the Resort Parties, or claims of which I am not aware or are not mentioned in this release. This release applies to claims resulting from anything which has happened up to now;***
- agree to ***indemnify*** the Resort Parties from any and all losses, liabilities and attorney's fees resulting from any claims or suits for ***personal injury, death and/or property damage*** that arise out of my participation in the Activities, use of the equipment, or any other activities on the Resort, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage I may cause;
- that this agreement is legally binding on me, my heirs, executors, administrators and assigns; is governed by the laws of the State of New Hampshire; and will be interpreted to provide as broad and inclusive a release of liability as is legally

- permissible, but it is not intended to assert any claims or defenses that are prohibited by law;
- to grant exclusive permission to the Resort Parties to use my image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration
- that **exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Carroll County, New Hampshire or the federal courts of the District of New Hampshire and those courts have personal jurisdiction;**
- that the Resort Parties are granting me permission to use the Resort, their facilities, and equipment in exchange for me signing this agreement; and
- that this agreement will survive and continue in force beyond the end of the current Activities season with respect to any liability, injury or damage occurring before that time.

For Participants Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor ("**Minor**"), I acknowledge and agree that by signing this agreement on behalf of the Minor, the Minor and I agree to be bound by its terms. I hereby agree to **indemnify** the Resort Parties for any claim or suit arising out of the Minor's participation in the Activities and their related activities or the Minor's presence on the Resort. **If I am not the parent or legal guardian of the Minor**, or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor, **then I agree to indemnify** the Resort Parties if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the Minor's participation in the Activities or presence on the Resort.

This agreement is legally binding on me, my heirs, executors, administrators and assigns and supersedes any other agreements or representations by or between the parties; is governed by the laws of the State of New Hampshire; and will be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. **Exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Carroll County, New Hampshire or the federal courts of the District of New Hampshire and those courts have personal jurisdiction.** If any part of this agreement is determined to be unenforceable, all of its other parts will be given full force and effect. I understand that the Resort Parties are granting me permission to use the Resort, their facilities, and equipment in exchange for me signing this agreement. This agreement will survive and continue in force beyond the end of the current Activities season with respect to any liability, injury or damage occurring before that time.

Signature: _____ Print Name: _____ Date: _____

For Participants Under 18 Years of Age: As parent/guardian signing this agreement for the following named minor: _____ ("**Minor**"), I acknowledge and agree that by signing this agreement on behalf of the Minor, the Minor and I agree to be bound by its terms. I hereby agree to **indemnify** the Resort Parties for any claim or suit arising out of the Minor's participation in the Activities and their related activities or the Minor's presence on the Resort. **If I am not the parent or legal guardian of the Minor**, or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor, **then I agree to indemnify** the Resort Parties if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the Minor's participation or presence.

Date: _____ Signature (Parent/Guardian): _____ Print Name (Parent/Guardian): _____