



Mount Sunapee Resort Uphill Travel Release

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

WARNING: All forms of skiing and snowboarding, terrain park activities and uphill travel on skis are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body 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 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 Mount Sunapee's 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, 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 uphill travel at the ski area or the conditions of the premises, such as those listed in the warning paragraph above, or from my use 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 Mount Sunapee and/or the Mount Sunapee medical services providers; to call for such medical care in the opinion of anyone working if medical attention is needed. This authorizes a licensed physician or other recognized first aid room staff member to carry out emergency medical care deemed necessary in an emergency where normal permission is unavailable. I agree that upon transporting 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. I agree to pay all cost associated with such medical care and need of transportation 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 traveling uphill. **In addition, I agree to abide by all instructions policies and rules as provided on back of this document.**

I understand that permission to use the RELEASEES' 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: _____

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: _____

Guest Last Name

Guest Last Name _____ Date processed _____

Mount Sunapee Uphill Travel Policy

Uphill travel is permitted from January 2 through closing day each winter season during non-holiday periods.

Uphill Travel Routes:

- Lower Ridge trail to Upper Ridge trail on the Main Mountain
- Sunnyside Down to Province on South Peak
- Please travel single-file on the right hand-side of the trail heading uphill.

Uphill Travel is permitted between 7:00am and 9:00am and between 4:30pm and 9:00pm.

Regardless of where you are at 9:00am, you must head downhill at that time. No uphill travel is permitted after 9:00am.

Downhill travel is only permitted on open trails and slopes. Do not travel downhill on glade trails or closed trails. When travelling downhill you must observe the Skier Responsibility Code. The Skier Responsibility Code is in the trail map.

For Uphill Travel you must purchase an Uphill Travel season pass for \$49 or have a lift ticket valid for the day that you are traveling uphill or a season pass valid on the day of uphill travel. Uphill Travel passes can be purchased at Guest Services in the Spruce Lodge during regular business hours: 8:30am-4:30pm Monday-Friday and 7:30am-5:00pm weekends and holidays.

Approved devices are: skis, snowboards, mono-skis, snowshoes and split boards. Sledding, tubing, snowmobiles or any other devices are not permitted.

Mount Sunapee has the right to cancel uphill travel at any time due to weather conditions or operations on the mountain.

Other Important Information:

When the resort is open to the public, uphill travelers must yield to all downhill traffic. After dark you must wear bright reflective clothing and have a headlamp.

We recommend that you bring a cell phone, but be aware that cell phone service is not always available or reliable on the mountain.

We recommend using the buddy system and that you do not travel uphill alone. Travel in at least groups of two or three. Travel uphill in single file. Do not travel side by side.

Stay clear of all operating equipment on the mountain including but not limited to snow grooming vehicles, snowmobiles, lifts and snowmaking equipment. If you hear a vehicle approaching, stay on the extreme right hand side of the trail. At night make yourself visible. Turn and face the direction of the vehicle with your headlamp.

Stay on open trails only and do not leave the ski area boundary. We recommend that you have a trail map with you. Outside of the operating hours of the ski resort there are no ski patrol personnel present. You are responsible for you own actions and safety. Be aware that you can be charged for the costs of any rescue prior to or after the operating hours of the resort.

No dogs or pets are permitted.

No overnight stays are permitted on the mountain.

Trash In – Trash Out. Do not leave any trash on the mountain.

Name _____ DOB _____ Amount _____

Pass Type _____ Date Picked Up _____ Initials _____

Contact Information on File

Sale Total _____

Name: _____

Address: _____ E-mail _____

City: _____ State: _____ Zip: _____ Phone:(_____) _____

Credit Card Number: _____ - _____ - _____

Expiration Date: _____ - _____ CCV: _____ Zip: _____