



FRANCONIA SKI CLUB

Release of Liability and Waiver (“this Release”)

READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I understand that snow skiing, ski training (on and off snow), using gates, ski racing, competitions, volunteering, coaching and any other use of services, premises and facilities (hereinafter collectively “Activities”) of the Franconia Ski Club (hereinafter “FSC”)¹ are extremely dangerous, and injuries are common when participating in the Activities.

In full recognition of the dangerousness of the Activities, I (for myself and all those for whom I execute this Release) acknowledge, accept, and assume all risks associated with the Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the use of T-Bars and all ski lifts, collisions with natural or man-made objects, other persons, grooming and snowmaking equipment, lift towers and other structures and their components, the use or lack thereof and/or the failure of safety equipment and netting (whether or not properly installed), the setting and location of race courses, falling, loss of control, exceeding one’s ability, and conditions caused by the negligence of FSC and/or other coaches, athletes, employees, directors, officers, agents, sponsors, volunteers and safety services personnel. I, for myself and those for whom I execute this Release) hereby freely and expressly assume any and all risks including, but not limited to, death, injuries, and property damage associated with Activities.

In consideration of being permitted to participate in the Activities, I, FOR MYSELF AND ALL THOSE INDIVIDUALS FOR WHOM I EXECUTE THIS RELEASE, HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AND INDEMNIFY FSC FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION which I and those for whom I execute this Release may have or which may be brought on my/their behalf against FSC arising directly or indirectly out of participation in any of the Activities and/or use of FSC services, facilities or premises (to include, but not limited to, the Mittersill Performance Center, parking lots, walkways, snow surfaces, and/or trails). This release of ALL CLAIMS includes, but is not limited to, the claims and liabilities arising from the negligence of FSC. I also agree to indemnify (including costs and reasonable attorneys’ fees) FSC and anyone acting on its behalf for any claim brought on behalf of myself and those from whom I execute this Release.

I understand the nature of the Activities and I, and everyone for whom I sign this release, is qualified, in good health, and in proper physical condition to participate in the Activities.

I agree that a participant in ski racing is a competitor at all times, including but not limited to, practicing for competition, in the competition, or preparing for the competition. I understand a competitor is provided an opportunity to conduct a reasonable inspection of the training or competition course, and I that I, or those for whom I sign this release, will appropriately inspect the course before training and/or competing.

I agree that all claims, disputes, causes of action, and suits of every kind shall be governed by the laws of the State of New Hampshire and may only be brought, if at all, in the courts of Grafton County, New Hampshire. I also agree that this document shall be immediately admissible as evidence and can be used in any Motion for Summary Judgment and/or Motion to Dismiss a case I bring or that is brought on my behalf or on behalf of anyone for whom I sign this Release.

I agree this agreement is fully applicable during the entire 2023/2024 season and every visit to FSC/Cannon Mountain during the 2022/2023 season.

¹ “FSC” herein shall include the Franconia Ski Club and Holderness School as well as their Employees, Staff, Coaches, Board of Directors, Volunteers, Members, Athletes, and agents.

I have carefully read and understood this agreement and all of its terms, and understand that I am giving up substantial rights (both mine and those for whom I sign this release) by signing it. I am signing it freely and without any inducement or assurance of any nature, and intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this agreement/release agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

I enter into this agreement freely and voluntarily and agree it shall be binding upon me, each person for whom I execute this Release, and each of my family, heirs and assigns.

If signing this Release for someone other than myself, I agree I have authority to enter this Release on behalf of the person for whom I execute this Release. To the fullest extent allowed at law I agree to release, defend, indemnify, and hold harmless FSC for ANY AND ALL CLAIMS, including those of negligence, brought by or on behalf of the person for whom I sign this Release including any claims of third parties arising out of the conduct of the person for whom I sign this Release.

I/We have read, understand and agree with the terms herein.

Name of Participant (Please print clearly)

Address

Signature of Participant OR Parent/Guardian if Participant is a minor

Date