

2016 EASTERN SLOPE SKI CLUB JUNIOR PROGRAM REGISTRATION

Return to School by November 30, 2015

REGISTRATION OPTIONS

Select One – Support ESSC and join as a family

Individual Registration - \$15.00: One child or one individual

Dual Registration - \$23.00: Two children or family members

Names: _____

Family Registration - \$30.00: List all family members (adults & children)

Names: _____

Enclosed is my check or money order payable to ESSC

I have made my payment online at www.easternslopeskiclub.org,

Confirmation # _____ (submit printed receipt with paperwork)

Complete separate forms for each child

PARTICIPANT INFORMATION

Last Name: _____ First Name: _____ Gender: _____

School: _____ Grade: _____ Classroom Teacher: _____

Discipline: *select one* Alpine Snowboard (grades 5-6) Nordic

Ability: My child has **never** skied/snowboarded before

My child has skied/snowboarded before but is new to ESSC Jr Program, describe:

My child participated last season with ESSC, color: _____

Renting: Yes No

PARENT INFORMATION

Parent's Names: _____

Mailing Address: _____

Home Phone: _____ Other Phone: _____

Email: _____

FOR OFFICIAL USE ONLY – DO NOT WRITE BELOW LINE

Payment Included, amount \$ _____ Payment with sibling, name: _____

Payment made online Circle One: CASH CHECK ONLINE



SIGN OTHER SIDE

EASTERN SLOPE SKI CLUB ("ESSC") ACKNOWLEDGEMENT & ACCEPTANCE OF RISK & LIABILITY RELEASE

WARNING: All forms of Alpine/Nordic/Snowboarding activities are hazardous requiring deliberate control and good judgment of the participant. Falls and injuries are common occurrences of these activities, including the ESSC Junior Program. The participant will be continually challenged in the program by performing maneuvers on formidable terrain. These challenges, plus changing weather, visibility and surface or sub-surface snow or ice conditions whether natural or machine-made, such as ice and bare spots, the unevenness of the surface which contains rocks, bumps, ruts, stumps, trees, lift towers, signs, poles, lift mazes, hydrants, and posts, snow grooming equipment, snowmobiles, and other man-made objects, the steepness of the terrain, jumps, ramps, terrain elements, and other features, whether natural or man-made, collisions with other trail users, trees, poles, or objects, variations in terrain, slope design, are inherent to all winter skiing/snowboarding activities. I hereby acknowledge and accept these risks in order to become a more accomplished skier/snowboarder. I take full responsibility for any injury or damage that may result from this activity in order to become a more accomplished skier/snowboarder. I take full responsibility for any injury or damage that may result from this activity and Promise Not To Sue on account of my participation in the ESSC Junior Program and the risks such as those listed above.

As a condition of being permitted to use the ski area premises and to enroll in the ESSC Junior Program, I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on ski area premises, and I for myself, my child or children and my heirs and assigns hereby RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and agree to HOLD HARMLESS Attitash, Cranmore Mountain Resort, King Pine, Black Mountain, participating Touring Centers, their parent companies, owners, directors, officers, agents, employees, land owners, employees and agents, SAU #9, SAU #13, or any other alternative participating school, the ESSC and its officers, board members, staff, volunteers as well as the equipment manufacturers and distributors and any event sponsors their owners or affiliates, (hereinafter "Releasees") from any and all losses, injuries, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasee's trail system, its equipment, or any equipment, or premises, including travel to and skiing, riding or competition at other resorts or areas, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of my, or my child, being entitled to participate in the activities and being permitted to gain access to and use the Releasees facilities and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES.

I agree that any dispute arising under this legally binding contract shall be submitted to the jurisdiction of the State of New Hampshire and shall be governed by the laws of that state. The undersigned further authorizes anyone working for the Releasees, mountains, touring centers, SAU #9, SAU #13 and ESSC to call for such medical care for the child, or to transport the child to the Ski Patrol room or appropriate medical facility if, in the opinion of anyone working at the mountain or representing ESSC, medical attention is needed for the child. The undersigned agrees that upon transporting the child to any medical facility, clinic or hospital, that the responsibility of the mountain and the ESSC shall be totally fulfilled and mountain/ESSC shall not have any further responsibility for the child.

As a parent/guardian with legal responsibility for a minor participant, I am authorized to sign this agreement for that child. I consent and agree for the minor child to be bound by this agreement and I hereby indemnify, release and agree to hold harmless the ski areas named above, their owners, affiliates, employees and agents and SAU #9, SAU #13, or any other alternative participating school, and the ESSC and its officers, staff and volunteers, from all claims, awards, legal expenses and settlements arising out of the child's participation in this program, and the use of the ski area premises. If any portion of this agreement is deemed unenforceable the remainder shall be given full force and effect. In signing this release agreement, I hereby acknowledge, represent and warrant that I, the undersigned, have authority to sign this agreement for the minor child and agree to Indemnify, Release and Hold Harmless the Releasees from any and all loss interpreted as broadly as permissible by New Hampshire law.

Parent/Guardian Signature: _____ Date: _____

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.

Child's Name: (Please Print) _____ Age: _____

Parent's/Guardian's Name:(Please Print) _____ Emergency Contact Phone #: _____

Address: _____ City/Town: _____ State: _____ Zip: _____ Email: _____

As the parent/guardian signing this document on behalf of myself and the above-named minor ("**Child**"), I acknowledge that:

- skiing, snowboarding, snow tubing, snowshoeing, riding chairlifts and other winter activities (collectively, "**Activities**") afforded to my Child through the Eastern Slope Ski Club Junior Program ("**Program**") operated by the Eastern Slope Ski Club at Cranmore Mountain Resort ("**Resort**") involve inherent and other dangers and risks of **injury** and **death** and **property damage** including but not limited to: variations in terrain, surface or subsurface snow or ice conditions; bare spots; rocks, trees, stumps and other forms of forest growth or debris; terrain, lift towers and their components (whether or not any of the foregoing are above or below snow surface); terrain parks, elements or features; pole lines and plainly marked or visible snow making equipment; vehicles and machines including snowmobiles and snowcats; equipment failure; equipment malfunction; collisions with other skiers, other persons or with any of the those items; my Child's presence on the Resort and those other risks and dangers that can reasonably be inferred therefrom; and that those other risks and dangers are obvious and necessary of recreational winter activities; and
- there may be other risks not known or reasonably foreseeable at this time; having a Resort employee present does not lessen the amount or severity of the risks or hazards of these activities; and I made a voluntary choice to have my Child participate in these Activities despite the risks and dangers; and
- I have read this entire agreement and fully understand its terms.

In consideration of the terms of this agreement and as an express condition of my Child's participation in the Program at the Resort, I, on behalf of myself and my Child, hereby:

- **assume all dangers and risks, inherent or otherwise, of injury, death and property damage arising from my Child's participation in the Activities at the Resort as provided by state statute (NHRSA Ch. 225-A:24) and those dangers and risks not outlined in the state statute;**
- agree not to bring a claim against and **agree to release and forever discharge** CM Resort, LLC, CMR Properties, 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 my Child's participation in the Activities, the use of the equipment, my Child's presence on the Resort, or is related to any other activity at the Resort; **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 also 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 Child's 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 my Child may cause;
- agree that my Child is solely responsible for maintaining control at all times while participating in the Activities and must refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding (including, but not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries), violates "Your Responsibility Code" or the law, and acknowledge that the Program may be revoked without refund if my Child violates any of these conditions;
- authorize the Resort to (a) administer first aid to my Child as it deems necessary, (b) transport my Child to a medical facility, at my expense, if the Resort deems it necessary (and agree that upon transport to any medical facility, clinic or hospital, the responsibility of the Resort Parties will be totally fulfilled and the Resort Parties will have no further responsibility), (c) provide treatment, including medical and/or surgical care, necessary for the well-being of my Child at my expense in the case of serious illness or injury to my Child where I cannot be reached (the Resort will, to the best of its abilities, attempt to notify me as soon as possible in the event of an emergency with my Child);
- consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of my Child in connection with the Activities at the Resort, without restriction as to frequency, duration or medium;
- agree that by signing this agreement on behalf of my Child, the Child and I agree to be bound by its terms.

This agreement is legally binding on me, my Child, our 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 my Child 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. **If I am not the parent or legal guardian of the Child**, or I did not have the legal capacity or authority to execute this agreement on behalf of the Child, **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 Child's participation in the Activities or presence on the Resort.

Date: _____ Signature (Parent/Guardian): _____