

WAVIER

AGREEMENT FOR WAIVER AND RELEASE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT CAREFULLY. NO ADMITTANCE TO ACTIVITIES OF IF THE MCINTYRE SKI SCHOOL INC. ALSO KNOWN AS MCINTYRE SKI CLUB WILL BE GRANTED WITHOUT PROPER REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCES TO THE "UNDERSIGNED" MEANS YOU.

PARTICIPANT'S NAME: _____ (Print)

PARENT'S OR GUARDIAN'S NAME (If participant is under 18 yrs. of age):

I, the above PARTICIPANT(S), and if the Participant is younger than age 18, the PARENT or legal guardian of the above PARTICIPANT agrees as follows:

I acknowledge and understand that alpine ski racing and preparation for participation in racing, including training as well as coaching, and officiating (the "ACTIVITIES") are hazardous and dangerous activities that involve strenuous exercise and have risks, dangers and hazards and that various degrees of skill and experience are necessary for the different snow surfaces and venues. I understand that these Activities can result in serious bodily injury and damage to property and on my own behalf and on behalf of the participant; I knowingly and voluntarily assume any and all risks of loss, damage or injury while participating on the McIntyre Ski Team of the McIntyre Ski School Inc., dba. McIntyre Ski Area, Also known as MCI (the "Club"). Freedom from risk, injury and loss while participating in the Activities is not a reasonable expectation.

I am aware of the risks, hazards, and dangers of personal injury, death and disability in any activity or event involving ski racing. I am aware that the usual risk, hazards and dangers of personal injury, death and disability associated with skiing increase when undertaking ski racing and training even under the supervision of a trained coaching staff. I also understand that these risks, hazards and dangers will be further increased because other persons will be using the racing facilities at the same time and may have a greater or lesser degree of experience than I do/the participant(s) does, or no experience at all. In addition to the usual danger inherent in the Activities, there will be added or increased danger and risk of other skiers falling, jumping, landing, performing tricks, colliding with others skiers or staff, media personnel and/or spectators. I am also aware that there is an inherent risk in simply being at McIntyre Ski Area or any other ski area and/or observing, photographing or video recording the activities. On my own behalf and on behalf of the participant, I knowing and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

I acknowledge my responsibilities as a "skier" or "passenger" under R.S.A. 225-A:24.

In consideration of admission to the Club, membership privileges and use of the Club's equipment and facilities, I, on my own behalf and or on behalf of the Participant, hereby agree to release and forever discharge McIntyre Ski School Inc. its members, servants, employees, officers, directors, trustees, and all other person or entities acting on their behalf (the "Covered Parties") from any and all claims, actions, damages, liability, costs or expenses and attorney's fees which are related to, arise out of or are in any way connected to my participation or the participant's participation in the

Activities, use of equipment or property supplied by or for the Club, or my presence or the Participant's presence at the Activities, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence or omission of any of the Covered Parties. I understand that the Covered Parties are not responsible for any personal property that is lost, stolen or damaged. By signing this Agreement, it is my intention to, and I do hereby, on my own behalf and on behalf of the participant surrender and waive any rights to sue or exercise any legal right to seek damages from any of the Covered Parties from their failure to use reasonable care in any way.

The foregoing release is in addition to the limitations provided in R.S.A. 225-A:24 and R.S.A. 225-A:25.

I acknowledge that my presence or the participant's presence and any participation in activities at the Club are strictly voluntary in spite of the unavoidable risks and dangers of such presence and /or participation, and no one is forcing me or the participant's to be present or to participate in any activities. The undersigned hereby represent that no special relationship exists between me/the participant and any of the Covered Parties, and that the undersigned are not under any physical, economic or other compulsion to sign this agreement. I agree not to take unreasonable risks while participating in the Activities including, but not limited to, causing myself, other participants in the Activities, or spectator at the Activities or other person present at the Activities any unreasonable risk or harm. I additionally agree that it is suggested and in some instances required that I/the Participant use full protective gear when performing the Activities.

I agree to comply and that the Participant will comply with all of the stated and customary terms and conditions for participation in the Activities. If the undersigned observes any unusual significant hazard during his or her presence or participation in the Activities, the undersigned will remove himself or herself from participation and bring such hazard to the attention of the nearest employee, official or representative of the Club immediately.

In further consideration of admission to the Club, I agree on my own behalf and on behalf of the participant, to indemnify, hold harmless and defend the Club and any other Covered Party from any and all Claims, Actions, Damages, liability, costs or expenses and attorney's fees of any spectator, other participant's or third party in connection with or arising out of my presence and/or involvement or participation of any activity at the Club. I give consent and permission to the Club or coach of the Club to obtain on behalf of myself or my minor child any emergency medical attention and treatment at my sole expense. I recognize that it may be required to transport my minor child to the nearest medical treatment facility based upon their age even though their condition may not warrant it. By signing this document, the undersigned fully recognize that if the Participant or another participant is hurt or property is damaged while the Participant is engaged in the Activities, then the undersigned will have no right to make a claim or file a lawsuit against the Covered Parties, even if they or any of them negligently caused the bodily injury or property damage.

THE INTENT OF THE PARTIES IS THAT THIS AGREEMENT WILL ALLOW THE COVERED PARTIES TO AVOID LIABILITY FOR ANY FAILURE ON THEIR PART TO USE REASONABLE CARE IN ANY WAY.

I agree, on my own behalf and on behalf of the participant, that this agreement shall apply to my/the participant's ski racing participation in any and all of the Activities including, but not limited to, Open skiing, ski race training, practice sessions, instructional sessions, competitions, day camps, overnight camps, and activities directed by any representative of McIntyre Ski School Inc., McIntyre Ski Area or McIntyre Ski Club.

Should any part, term, or provision of this document be determined by any court, administrative agency, tribunal, or arbitrator to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this document.

When interpreting this document, any word written in the singular shall be construed as plural or vice versa, and any masculine word shall be construed as feminine or vice versa, where necessary to facilitate the response to a request.

This Agreement shall continue in full force and effect and shall apply to all my/the participant's future Activities with the Club at McIntyre Ski Area or any sanctioned ski races at other resorts. This Agreement shall be effective and binding upon my/the participant's heirs, agents, personal representatives, and assigns and shall be construed under the laws of the State of New Hampshire.

This document may be executed in any number of counterpart copies, all of which collectively shall constitute a fully executed original and each of which shall be fully enforceable notwithstanding that no single copy shall have been executed by all parties. This document may be executed by facsimile signatures or other electronic signatures (including scanned and emailed signatures).

I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY LEGAL GUARDIAN SIGN THIS DOCUMENT ALSO. I HAVE CAREFULLY READ THE FOREGOING AND ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL OFF THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE MCINTYRE SKI SCHOOL INC., MCINTYRE SKI AREA, AND MCINTYRE SKI CLUB, THE STAFF AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINTRATORS, TRUSTEES AND ASSINGS OR THE PARTICIPANTS MAY HAVE OR POSSESS AGAINST MCINTYRE SKI SCHOOL INC, MCINTYRE SKI AREA OR MCINTYRE SKI CLUB OR ANY OTHER COVERED PARTY.

Participant

Signature

(If the Participant is below the age of 18)

The undersigned hereby acknowledges that he or she is the legal guardian of the participant whose name appears herein, that the undersigned has read the foregoing Agreement, and that by signing this Agreement on behalf of the participant named below himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms

Name of the Participant

(please print)

Parent's/Guardian's

(please print)

Parent's/Guardian's

(Signature)

(Date)