

LIABILITY RELEASE AGREEMENT

**-PLEASE READ CAREFULLY BEFORE SIGNING-
THIS LIMITS OUR LIABILITY**

I accept for use AS IS the equipment listed on this form (if any), and accept full responsibility for care of the equipment while it is in my possession. I will be responsible for replacement, at full retail value, of any equipment rented under this form, but not returned. I agree to return all rental equipment by the agreed date, in clean condition, to avoid any additional charges.

I acknowledge and understand the dangers and risks of skiing, snowboarding, other winter sports and/or recreational activities and understand that I ASSUME ALL INHERENT DANGERS AND RISKS of those sports and/or seasonal recreational activities which relate in any way to the use of this equipment or from any other activity at Cranmore Mountain Resort as provided by applicable state statute (NHRSA Ch. 225-A et seq.).

In consideration of CM Resort, LLC's ("Resort") permission for me to participate in the aforementioned recreational activities at the Resort, I hereby agree (a) not to bring a claim against or sue, and AGREE TO RELEASE AND FOREVER DISCHARGE the Resort, its employees, parent companies, owners, affiliates, vendors, agents, landowners, officers, directors, and their successors in interest, any equipment manufacturers and distributors, together with each of their officers, and managers (collectively, "Resort Parties"), from all liability for injury, death, property loss and damage that results from my activities on the Resort premises, including all liability that results from the NEGLIGENCE of Resort Parties, or any other person or cause; and (b) to INDEMNIFY, DEFEND and HOLD HARMLESS Resort Parties from any and all losses, 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 activities on the Resort premises, use of the Resort's equipment, or any other activities on Resort Parties' premises, 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.

I authorize Resort Parties to administer first-aid to me or my child listed on this form, as they deem necessary. I authorize my or my child's transportation to a medical facility at my expense, if deemed necessary by Resort Parties.

I acknowledge this agreement is governed by the applicable laws of the State of New Hampshire. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the State or Federal Courts of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I understand that a rental helmet is available for me and/or my child. I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee my safety or the safety of my child and may not prevent or reduce some types of serious injuries or death.

I have confirmed that the fit and sizing has been done in accordance with the available measuring devices. I have received instruction in its use, in addition to these written ones, and the fit is snug, yet comfortable. I understand and agree that in order to function properly, the chin strap must be buckled at all times while engaged in snow sports activities. I further understand that at speeds greater than 13 miles per hour, the helmet may not provide adequate protection against a serious head injury, if the head directly contacts a fixed object.

I intend this document to be interpreted as broadly as permissible by New Hampshire law.
I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY.

Signature _____

Date _____

Parent/Guardian:

I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and the Resort's facilities, and I agree to INDEMNIFY, DEFEND, and HOLD HARMLESS the Resort Parties from any claim brought by, or on behalf of, the minor arising out of the minor(s)' participation in the activity or the minor's presence on Resort Parties' premises. In the event that I am not the parent or legal guardian of the minor, or I did not have the legal capacity or authority to sign this agreement on behalf of the minor, then I agree to defend and indemnify the Resort Parties if any litigation is instituted as a result of any injury or death arising out of, relating to, or in any way connected with the minor's use of this equipment and the Resort's facilities.

Parent/Guardian Name (Please Print) _____

Signature _____ Date _____

Rental Liability Release and Consent Agreement

DATE _____

| | |
|--------------------|--|
| CASHIER'S INITIALS | |
| FITTER'S INITIALS | |

| |
|-------------------------|
| MULTI-DAY RENTAL |
|-------------------------|



PLEASE FILL IN SHADED AREAS ONLY (PLEASE PRINT CLEARLY)

| | | | | | |
|---|--------------|------------|-----|--------------------|-----------|
| LAST NAME | | FIRST NAME | | | |
| PERMANENT ADDRESS | | | | | |
| CITY | | STATE | | ZIP | |
| LOCAL LODGING | | | | | |
| EMAIL (PLEASE SEND ME INFORMATION BY EMAIL ABOUT CRANMORE MOUNTAIN) | | | | | |
| HOME PHONE | | CELL PHONE | | LOCAL PHONE | |
| AGE | WEIGHT (LBS) | HEIGHT | SEX | DRIVER'S LICENSE # | |
| SKIER TYPE (circle one) I- I II III III+ | | | | | SHOE SIZE |
| SKIER CODE | | | | | |

WARNING & BINDING EQUIPMENT ACKNOWLEDGMENT

All information I have provided for this form is true and correct. I will not use the equipment provided under this agreement until I have received instruction and understand its use and function. The binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, and in other binding systems the system will **not** ordinarily release during use. My signature on this form affirms that I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment provided to me.

SIGNATURE (Parent/Guardian if equipment user is minor) _____

| EQUIPMENT | # DAYS | AMOUNT | SERIAL NUMBER | OUT | IN | DATE IN |
|-----------|--------|--------|---------------|-----|----|---------|
| SKIS | | \$ | | | | |
| BOOTS | | \$ | | | | |
| POLES | | \$ | | | | |
| SNOWBOARD | | \$ | | | | |
| HELMET | | \$ | | | | |
| OTHER | | \$ | | | | |

| | | | | | |
|--|-----------|------------------------|------|----|------------------|
| TOTAL | \$ | BINDING SETTING | | | |
| I.D. | | TOE | HEEL | BY | BOOT SOLE LENGTH |
| NO REFUNDS | | L | | | |
| HAVE YOU RENTED FROM US BEFORE? | | R | | | |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |

THIS EQUIPMENT MUST BE RETURNED WITHIN 30 MINUTES OF LIFT CLOSING ON THE LAST DAY RENTED OR AN ADDITIONAL DAYS' RENTAL WILL BE CHARGED.