

Liability Release, Acknowledgement of Risks and Hazards and Agreement Not To Sue

PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

WARNING: Use of any *Threedom*® Pass resort facilities, equipment and premises, hereafter "facilities", including but not limited to skiing, snowboarding, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Ski, ride and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain terrain. Be alert to all risks, hazards and dangers while using any facilities, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), terrain parks, elements or features, surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof and other ski area components including lights, fences, posts and signs, (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snowcats; collisions with other participants or other persons (whether as a result of failure to ski, ride or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made).

1. In consideration of being permitted to use the *Threedom* Pass resorts' facilities, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BW Resort Management Company, LLC, Waterville Valley Ski Resort, Inc. and Mount Cranmore Ski Resort, Inc., their parent, subsidiary, affiliated and successor companies, their real and personal property owners, respective agents, officers, directors, contractors, volunteers, employees and insurers (collectively, the "Releasees") from ALL LIABILITY FOR NEGLIGENCE and any and all claims I might bring as a result of physical injury, including death, or property damage under all circumstances sustained in connection with my use of the *Threedom* Pass resorts' facilities, equipment and premises (hereafter "facilities"), INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using any of the Releasees facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees facilities. I promise not to bring a claim against or sue the Releasees and agree that if anyone is physically injured or property is damaged while I am using the Releasees facilities, I will have no right to make a claim or file a lawsuit against the Releasees for any reason and under all circumstances. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause.

2. I will be issued a Season Pass (hereafter the Pass") upon presentation of valid ID and proof of age. I agree to (a) visibly display the Pass when boarding lifts; (b) present the Pass to any *Threedom* Pass resorts' authorized representative upon request; and (c) refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code" or the law, acknowledging that the Pass may thereafter be revoked without refund. This includes, but is not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries. The Pass is not transferable and not refundable after purchase. In the event the Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$25 for any replacement pass. In all cases, your skiing/snowboarding Pass privileges expire at the close of operations for the 2009-2010 winter season. In some cases and depending on the type of Pass, the Pass has other restrictions including without limitation, "blackouts" on Saturdays, Sundays and/or other dates, at which times the pass is invalid; the Pass is invalid at these times and a daily lift ticket will need to be purchased if I desire to ski/snowboard at such times (check with the resort ticket office for special passholder daily lift ticket rates that may be available on the "blackout" days). Limited Edition Passes are invalid at Bretton Woods on: 12/26/09 through 1/2/10, 1/16/10 through 1/17/10, 2/13/10 through 2/20/10. Furthermore, I further agree that I will not allow anyone else to use the Pass and if anyone other than me uses the Pass, the Pass will be revoked without refund. In addition I am aware that it is against the law for anyone other than me to use the Pass or for me to allow anyone to use the Pass and that the resort will seek to prosecute to the fullest extent of the law. While I may apply for reinstatement of a revoked pass, any reinstatement will be at the sole discretion of the resort and subject to conditions dictated by the resort.

3. I hereby grant permission to the Releasees to use my image(s), picture or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

4. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, clinic or hospital, the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their abilities, attempt to notify me as soon as possible in the event of an emergency.

5. This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of New Hampshire. It shall 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. I agree that exclusive jurisdiction and venue for any legal action against the *Threedom* Pass resorts shall be in the State or Federal courts of New Hampshire, and such courts shall have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect. Season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE. I agree that this is a Release of Liability and Agreement Not to Sue, 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 understand that permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant (or guardian) in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination. If I am not willing to accept this release, then I should not sign this document and I should decline the services and/or equipment described on this form as offered to me by Releasees.

Signature

Date

Signature

Date

For Pass Holders under 18 Years Of Age: As parent or guardian of the child named below (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Released Parties for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child. I acknowledge that I have read and understand this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.

Print Minor's Name

Print Minor's Name

Print Minor's Name

Parent/Guardian Signature

Date