NASHOBA VALLEY SNOWSPORTS SCHOOL RELEASE OF LIABILITY

Student:*(Please Print)*_____ **Age:** _____ **Sex:** _____

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

In consideration of the permission to participate in classes, instructions and/or lessons by the Nashoba Valley Snowsports School and use of resort's premise and facilities, I agree. For myself and/or my child to the following:

1. I agree, for myself and/or my child, to **RELEASE, forever indemnify, defend, and hold harmless** Nashoba Valley Acquisition Corp, Nashoba Hill Corp and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE** or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the resort or the snow tubing facility.
2. To the fullest extent permitted by law, I further agree, for myself and my child, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the resort or the snow tubing facility. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the ski area, the resort.
3. I understand that alpine skiing, snowboarding, other competitive and sports activities are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding and the use of skis, snowboards, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, 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. I understand that having a Nashoba Valley Ski Area employee present does not lessen the amount or severity of the risks of these activities. I understand that Nashoba Valley Ski Area is not responsible for my safety. It is further understood that training or competing is more HAZARDOUS than recreational skiing and snowboarding. **Initials:** _____
4. This agreement is governed by the applicable laws of Massachusetts. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. In the event that any provision is found to be invalid, the provision shall be revised so that it is enforceable to the greatest extent possible. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of Massachusetts only.
5. I consent to the use by Releasees of any images, pictures (video and print), names and likenesses for commercial purposes, or otherwise, of me or my child, in connection with the activities of Releasees, without restriction as to frequency, duration or medium.

PARTICIPANTS UNDER 18 YEARS OF AGE: AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE ABOVE NAMED MINOR, I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE SNOWSPORTS SCHOOL RELEASE OF LIABILITY AND THAT BY SIGNING THIS RELEASE ON BEHALF OF THE MINOR, I AND THE MINOR AGREE TO BE BOUND BY ITS TERMS. I HEREBY AGREE TO RELEASE FROM LIABILITY, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY CLAIM OR SUIT ARISING OUT OF SAID MINOR'S USE OF THE SKI AREA, THE RESORT OR THE SNOW TUBING FACILITY. I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2016-2017 WINTER SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING.

_____ | _____ | _____

SIGNATURE OF PARENT OR GUARDIAN | PRINT NAME | DATE