

RAGGED MOUNTAIN RESORT

LEARNING CENTER LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

(Please Read Carefully Before Signing!)

WARNING AND RISKS: As a Participant, or as the parent or guardian of a participant in a Learning Center lesson or program at Ragged Mountain Resort ("Ragged Mt."), you must acknowledge that skiing and snowboarding and the use of passenger lifts are hazardous and have many risks, including but not limited to: falls, collisions with natural and man-made objects, whether above or below the snow surface, variations in snow and ice conditions, including terrain parks, features and jumps; collisions with other skiers or snowboarders, snow grooming and snowmaking equipment. You also must acknowledge that your child may ride lifts with an instructor, other children, the general skiing public or by themselves. You also must acknowledge that having employees of Ragged Mt. leading or instructing you or your child does not lessen the amount or severity of these risks or make Ragged Mountain Resort or any of the other Releasees (as defined below) responsible for any injuries or other damages you or your child may sustain while in a Ragged Mt. Learning Center lesson or program.

To participate in the Learning Center lesson or program you have chosen for yourself or your child, you must agree to the following Liability Release.

I HEREBY RELEASE FROM ALL LIABILITY Ragged Mountain Resort, RM Resort Management LLC, their owners, officers, directors, affiliates, employees, volunteers, agents and assigns (hereinafter the "**RELEASEES**"), as I freely and voluntarily accept all risks of injury, death or property damage occurring during my Learning Center lesson or program. **I understand that by doing so, I AM RELEASING THE RELEASEES FROM ANY LEGAL LIABILITY INCLUDING THEIR LIABILITY FOR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.** I, for myself and on behalf of my heirs, assigns, and personal representatives agree to **RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the **RELEASEES**, from any and all claims, demands, costs, expenses, (including, without limitation, reasonable attorney's fees), losses, or liability arising out of or related to any property damage, **INJURY, DISABILITY OR DEATH** or loss of any kind that I may suffer, to the fullest extent permitted by law.

FORUM SELECTION: I further agree that any claim that I bring against the **RELEASEES**, shall be submitted to the State or Federal Courts of New Hampshire and shall be governed by the laws of New Hampshire. If any portion of this agreement is determined to be unenforceable by a court of law all other parts shall remain in full force and effect.

Signed: _____ Date: _____
Print Participant's Name Signature

PARENTS AND MINORS: As a parent/guardian with legal responsibility of the minor named below, I represent that I am authorized to enter into this agreement on behalf of the minor child. I consent and agree that I, for myself, and for the said minor will be bound by this Liability Release and Indemnification Agreement and I hereby agree to release, defend and indemnify the **RELEASEES** for any judgment, legal expenses and settlements, including attorney fees, arising out my child's participation or presence at the **RELEASEES** Learning Center lesson or program.

Minor: _____ Date _____
Print Name

Parent/Guardian: _____ Date _____
Print Name Signature