

Wildcat Mountain Ski Area Incorporated
SEASON PASS CONDITIONS OF USE AND RELEASE OF LIABILITY

(Please read carefully before signing) Revised March 14th 2010

As a condition of receiving a Wildcat Mountain Ski Area Inc (WMSA) Season's pass, I, the passholder agree to the following conditions of use and release of liability:

1. I understand that all forms of snowsports, skiing, snowboarding and zipriding are hazardous with many dangers and risks, including but not limited to: variations in terrain, surface or subsurface snow, or ice conditions; bare spots, rocks, trees, stumps, and other forms of forest growth or debris; lift towers and components thereof (all of the foregoing whether above or below snow surface); poles, lines, snowmaking and grooming equipment; collision with other persons and collisions with all of the categories listed above including collision with a multitude of other man-made objects. I agree to assume all risks of injury, death, and property damage that may result from participation in snowsports and any other activities at Wildcat Mountain.
2. To the fullest extent allowed by law, I agree to release, hold harmless, indemnify and defend WMSA, Meadow Green Wildcat, Wildcat Lift Corp., (school or agent) _____, their owners, agents, employees, shops, landowners, officers, directors, or volunteers (hereinafter referred to collectively as "releasees") from any and all liability for injury, death and property loss and damage that arises in any way from participation in snowsports, skiing, snowboarding, zipriding or any other use of the ski area premises, including all liability that results from the NEGLIGENCE OF THE RELEASEES, or any other person or cause. I understand that the Releasees are not responsible for their failure to use reasonable care in any way.
3. I agree *a.)* to visibly display the season pass at or above the waist each time when boarding lifts; *b.)* to present the season pass to any authorized representative of WMSA staff upon request; *c.)* to refrain from misconduct or reckless skiing/riding; and *d.)* to read and obey the guidelines issued under YOUR RESPONSIBILITY CODE as found on WMSA's trail maps.
4. I understand that the season pass/identification card may not be used by anyone but the passholder. In the event of transfer or use by another person, or anything else which in WMSA's judgement is misconduct, misuse, or a nuisance, including skiing or riding on closed terrain, WMSA reserves the right to revoke this season pass at any time without refund.
5. I understand that if I do not have my pass with me, I will need to purchase a lift ticket to ski/ride that day at the rate of \$10. I am responsible for the safe keeping of the pass ID Card. If my pass is lost or stolen, that I must report it immediately to WMSA administration and a \$50.00 replacement fee will be charged and must be paid prior to receiving a replacement pass ID card.
6. I understand that my seasons pass is NOT TRANSFERABLE. Any misuse of my pass will cause revocation without refund and employment termination, if applicable. Restitution will be demanded, and I will be subject to prosecution in accordance with the State of New Hampshire statute RSA 637, "Theft of Services."
7. I understand and accept the condition of purchase that all ticket, program and season pass sales are final and non-refundable.
8. I further agree that any claim which I may at any time bring for any reason against the Releasees shall be governed by the laws of New Hampshire and shall be submitted to the jurisdiction of the State or Federal Courts in the State of New Hampshire and none other. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, the undersigned, acknowledge and agree that I have read and understand the above release and that by signing this release below, I agree to be bound by its terms. I accept full responsibility for all my medical expenses incurred as a result of my participation in snowsports, zipriding or any other use of this ski area, and I agree to release and indemnify the releasees for any claim or suit arising out of such participation.

Date Signature of Passholder*

Please Legibly Print; Your Name

Phone Number

Date of Birth Address

***Season Passholder Under 18 Years of Age:** As parent/guardian signing this agreement on behalf of the minor, I acknowledge and agree that I have read and understand the above release, and that by signing this release on behalf of the minor I and the minor agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's participation in snowsports, zipriding or any other use of this ski area by the minor. I agree to release and indemnify the releasees for any claim or suit arising out of such participation by the minor.

Date Signature of Parent/Guardian

Please Legibly Print Your Name: