



PARTICIPANT AGREEMENT
EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT

I understand and accept that skiing, snowboarding, participation in freestyle terrain skiing and snowboarding training and other forms of winter mountain sports in which I may participate, are hazardous, with many inherent risks and resulting injuries. Therefore, in consideration of this knowledge, and being allowed to participate in this Granite Gorge, LLC event, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs as a result of my participation in freestyle terrain clinics, lessons and programs, as well as other activities and which occurs as a result of the inherent risks of the sports, except injuries which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

I further agree that the phrase "inherent risks" means those risks, which are listed in this agreement, or those that can reasonably be inferred there from. I further agree that these risks are both obvious and necessary to these winter sports activities. I agree that these inherent risks include but are not limited to changing weather conditions, snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage (whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow); other conditions including bare spots, forest growth and debris, stumps and trees, stream beds and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences or other enclosures, training or event equipment or structures, all terrain park man made structures placed on the slopes, water and/or air pipes or other man made structures and/or components such as hydrants used in snowmaking or for other necessary purposes, whether or not these objects are padded or shielded; collisions with well marked or plainly visible snowmobiles, snow grooming or other over-snow vehicles or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain that occur naturally or as the result of slope design, weather changes, snowmaking and/or snow grooming operations, or participant usage.

Therefore, in consideration of all of the above, I agree that I will not make any claim nor bring any suit for any damages, injury or death to myself, which results from any such inherent risks, as I have agreed they are defined herein. I also agree, that in the event that anyone makes any claim against Granite Gorge, LLC, or any of its officers, directors, shareholder, agents, and/or employees as a result of any of my activities on their premises or the use of their facilities, that I will indemnify and hold harmless Granite Gorge, LLC for such claims.

I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at Granite Gorge, LLC shall be litigated exclusively in the Superior Court of Cheshire County, New Hampshire, or the U.S. District Court for the District of New Hampshire.

This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death, which I may sustain as a result of my participation in and caused by the inherent risks of winter sports. I further agree that this contract is binding upon myself, my heirs and assigns. To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself, and I further agree to indemnify and hold harmless Granite Gorge, LLC for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using their pass. I acknowledge that I have read, agree with, and understand the terms of this Express Assumption of Risks and Forum Selection Agreement and that I am signing it freely and that the terms of this contract state that I expressly assume all risk of damages, injury and/or death resulting in any way from an inherent risks of the sports in which I may participate at Granite Gorge, LLC. I also agree to abide by the terms of any rules of conduct for sports participants posted at Granite Gorge, LLC or contained in its seasonal trail maps or brochures.

Please be prepared to show your ticket prior to lift access.

The use of an appropriate helmet is strongly recommended and inverters are not recommended.

Printed Name of Participant _____ Email Address _____

Signature of Participant _____ Date _____

(If participant is under 18, signature of parent/legal guardian is required).

Signature of Parent _____

Home Address _____

Age _____ Sex M F

Phone _____

Emergency Contact _____