**RAGGED MOUNTAIN EVENT LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

I, the Participant, am aware that the Ski East Race Series 2018-2019 in which I am participating or plan to participate under the sponsorship or arrangement of Ragged Mountain and all other sponsors and affiliates, is a **HAZARDOUS ACTIVITY which is inherently dangerous**. I understand and accept the fact that accidents and injuries frequently occur during practice for and participation in such events. I have voluntarily entered the event **despite all known and unknown risks of serious personal injury and/or death**; and

I, the Participant understand that this Agreement is a **LIABILITY RELEASE** barring Participant from bringing any claim for personal injury, death or property damage which is in any way related to practice for and participation in the scheduled event; and

In exchange for being allowed to practice for and participate in the event and for the services of Ragged Mountain, I the Participant expressly and freely agree as follows:

1. To **ASSUME ALL RISK** of personal injury, death, or property damage arising directly or indirectly from practice for and participation in the scheduled event;

2. To **RELEASE FROM LIABILITY** Ragged Mountain Resort, RM Resort Management LLC, their owners, parent companies, affiliates, subsidiaries, agents, assigns, officers, directors, employees, volunteers and insurers (hereinafter the **"RELEASEES"**), from any and all liabilities, **INCLUDING NEGLIGENCE OF THE RELEASEES**, for any personal injury, death or property damage that Participant may suffer, or that Participant's kin may suffer, which results in any way from Participant's practice for or participation in the scheduled event, the conditions on or about the premises or facilities, the operation of the ski area including but not limited to grooming, snowmaking, maintenance, and other ski area operations, natural or man-made obstacles, equipment and terrain features or their placement, visibility or condition, the actions or omissions of the **RELEASEES**, and my participation in any form of skiing, snowboarding, tubing or any other activities of the area, accepting for myself the full responsibility for any such damage or injury of any kind that may result.

3. To **DEFEND, INDEMNIFY AND HOLD HARMLESS** the **RELEASEES from and** against any and all claims, liabilities, damages, liens and expenses (including reasonable attorney fees) arising directly or indirectly from Participant's personal injury, death or property damage.

4. To **BRING ANY CLAIM** against **RELEASEES** in the State or Federal Courts of New Hampshire; and Participant acknowledges that any claim brought shall be governed by the laws of New Hampshire.

**!!! CAUTION: READ BEFORE SIGNING !!!**

**Participant**: _____ _____
Print Name Signature Date

**PARENTS AND MINORS:** As a parent/guardian with legal responsibility of the minor child 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 said minor child, will be bound by this Liability Release and Indemnification Agreement, and I hereby agree to **RELEASE, DEFEND AND INDEMNIFY** the above-stated **RELEASEES** for any liabilities, judgments, legal expenses (including reasonable attorney fees) and settlements arising out of my child's participation or presence at the **RELEASEES** premises, including those resulting from the alleged **NEGLIGENCE OF THE RELEASEES** in the operation, maintenance or design and any other conditions of their premises.

**Minor**: _____ _____
Print Name Signature Date

**Parent/Guardian**: _____ _____
Print Name Signature Date