

## **B-HVS Winter Program Grades 2-5**



November 20, 2017

Once again, we are pleased to return to Loon Mountain for our winter program. Please fill out the attached paperwork and return to the school by December 4th. You can send payment in with the paperwork at this time, or if it is more convenient, you can make the payment when we return from vacation on January 2nd. For children not attending the Loon Program, there will be fun activities held at the school.

Below are the costs for each activity:  
Ski/Board, lift ticket and lesson: \$65  
Ski/Board, lift ticket, lesson, and rental: \$115  
Tubing/rock wall: \$65  
Helmet rental: \$25

*Make checks payable to: B-HVS*

The ski dates are as follows: January 4, 11, 18, 25, and February 1st.

Parents need to make arrangements to have their kids picked up at the school at 5:15.

Please keep in mind that students need to be properly dressed for the elements in order to participate in this program. This includes winter jackets, snow pants, hats, gloves/mittens (not knit), long socks, helmets for skiers and boarders, and goggles are highly recommended for all!

We depend upon parent volunteers to chaperone this program in order to make it successful. Chaperones will receive their complimentary lift ticket the day before we go to the mountain. This way, you are welcome to ski in the morning before we arrive. Loon Mountain is offering a chaperone orientation this Sunday, December 3<sup>rd</sup> at 10:00 at the Governor's Pavilion. You are not required to go, but if you do, you will receive a complimentary ski pass for the day!

Please contact Sue DeGrace, at 744-6969, if you have any questions.

**Forms due December 4, 2017  
Payment due January 2nd**

**Please indicate if you are interested in chaperoning at Loon Mountain**

- Skiing
- Snowboarding
- Tubing/rockwall
- In the Lodge for skiers/boarders

Parent's Name: \_\_\_\_\_

**Please mark below what your child will be participating in at Loon Mountain**

- Skiing                       Will be renting equipment
- Snowboarding               Will be renting equipment
- Tubing/rockwall

Student's Name: \_\_\_\_\_

Grade/Teacher: \_\_\_\_\_

**Loon Mountain Recreation Corporation**  
**SCHOOL SNOWSPORTS PROGRAM**

**LIABILITY RELEASE BY PARENT OR GUARDIAN OF THEIR MINOR**

**WARNING:** All forms of skiing, snowboarding, freestyle activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. These activities require the deliberate and conscious control of the participant's body, both on the ground and in the air, and proper use of equipment in relation to ever-changing variables and dangers. Safety is directly affected by the participant's judgment in the severe elements of rough mountainous terrain. Participants must ski or ride within their ability. They must be alert to continually changing weather, visibility and surface conditions and other inherent risks, including but not limited to: existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects; collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures; hydrants or pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; trail maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with, or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to freestyle terrain features or elements, jumps, ramps, roads and catwalks or other man-made or natural terrain modifications and features; the presence of and collisions with other skiers/riders; and the failure of others to ski/ride safely, in control, or within their own ability.

As a condition of my child being permitted to gain access to and use the ski area facilities and premises, I as their parent or guardian hereby promise not to bring a claim against or sue RELEASEES (as identified below), on my or my child's behalf. **I FREELY AND VOLUNTARILY** accept all risks of injury, death or property damage and **AGREE FOR MYSELF, MY CHILD AND MY HEIRS TO RELEASE, HOLD HARMLESS** and **INDEMNIFY** Loon Mountain Recreation Corporation (LMRC), Boyne USA, Inc., CLP Loon Mountain, LLC, CLP Loon Mountain TRS Corp., their parent, subsidiary, affiliated and successor companies, real and personal property owners and their respective officers, directors, employees and agents, hereafter collectively referred to as **RELEASEES**, from any and all liability for personal injury including death, and property damage resulting from **RELEASEES'** negligence or otherwise, including but not limited to: personal injury caused by **RELEASEES'** operation of the ski area, or the conditions of the premises, including but not limited to those listed in the warning paragraph above, or as a result of my child's participation in recreational activities at the ski area.

I understand this Liability Release shall be binding on my heirs, executors, administrators and assigns. I agree that any claim that I bring against **RELEASEES** shall be submitted to the jurisdiction of the Courts of Grafton County, New Hampshire and shall be governed by New Hampshire law. I further agree that if any portion of this liability release is found to be unenforceable by a New Hampshire court, all other parts shall remain in full force and effect.

I consent to the use by the **RELEASEES** of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of the School Snowsports Program or Loon Mountain Recreation Corporation, without restriction as to frequency, duration or medium. I am aware that children, while in group lessons, may ride the chairlifts with a snowsports coach, other children, general skiing public, or by themselves. I understand that permission to use Loon Mountain Recreation Corporation's facilities, equipment and premises is being given to me and my child in exchange for the execution of this Liability Release.

I have read the above paragraphs and fully understand them. I understand that this is a **LIABILITY RELEASE**, which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage to my child. I freely and voluntarily enter into this agreement.

As a parent/guardian of the minor named below, I acknowledge that I am authorized to sign this agreement on behalf of the minor. I acknowledge and agree that I have read the foregoing **LIABILITY RELEASE**, and that by signing this **LIABILITY RELEASE** on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** the **RELEASEES** as defined on this form, for any claim or suit arising out of said minor's participation in the School Snowsports Program or which arises out of the minor's presence on the **RELEASEES** premises. I intend this document to be interpreted as broadly as permitted by New Hampshire law and understand that it is not intended to assert any claims or defenses prohibited by law.

\_\_\_\_\_  
Child's Name (please print)

\_\_\_\_\_  
Child's Date of Birth

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Name (please print)

\_\_\_\_\_  
Term of School

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number(s)

**Loon Mountain Recreation Corporation**  
**School Program - Volunteers/Chaperones**  
**LIABILITY RELEASE**

Volunteer/Chaperone: *(Please Print)* \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1. I understand that skiing, snowboarding and other recreational and sports activities at Loon Mountain and volunteering for and/or chaperoning these activities is HAZARDOUS. I understand that these activities and the use of any related equipment involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in these activities and in volunteering for and/or chaperoning these activities, including but not limited to: surface and/or subsurface conditions whether natural or machine-made; the unevenness of the surface which may contain rocks, bumps, ruts, stumps; the steepness of the terrain, jumps, ramps, terrain elements and other features, whether natural or man-made; collisions with other participants, trees, poles or objects. I understand that having a Loon Mountain Recreation Corporation (LMRC) employee present does not lessen the amount or severity of the risks of these activities. I understand that LMRC is not responsible for my safety. I understand that volunteering for, and/or chaperoning and/or participating in these activities is HAZARDOUS.

2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in or assist in the conduct of these activities.

Initials: \_\_\_\_\_

3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating or assisting in the conduct of these activities or while present on the ski area's premises, and I **AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS** Loon Mountain Recreation Corporation (LMRC), Boyne USA, Inc., CLP Loon Mountain, LLC, CLP Loon Mountain TRS Corp., their parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents and employees, as well as the equipment manufacturers and distributors (if any), (hereinafter "RELEASEES") **FROM ALL LIABILITY INCLUDING LIABILITY FOR NEGLIGENCE**. 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 also agree to release the **RELEASEES** from and any liability for losses, damages, costs and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, or my use of the **RELEASEES** equipment, any equipment, or **RELEASEES'** premises, regardless of how, or by whom, or by what the personal injury, death and/or property damage was caused. As a condition of my being able to participate in the activities at LMRC and being permitted to use the **RELEASEES'** facilities and premises, I hereby promise not to bring any claim against or sue **RELEASEES**.

4. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire. 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 agree that any claims which I may bring against the **RELEASEES**, shall be submitted to the Grafton County, New Hampshire Superior Court only. I agree that there have been no warranties, expressed or implied, which have been made to me by the **RELEASEES**.

5. I consent to the use by **RELEASEES** of any images of me (digital, video and print) for commercial purposes, or otherwise, in connection with the activities of **RELEASEES**, without restriction as to frequency, duration or medium.

6. I understand that permission to use **RELEASEES'** equipment and premises is being given to the undersigned participant in exchange for the execution of this Liability Release. I have read the above paragraphs and fully understand them. I understand that this is a **LIABILITY RELEASE** which will legally prevent me or any other person on my behalf from making claims for damages in the event of my personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to **RELEASEES** regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by New Hampshire law but understand that it is not intended to assert any defenses that are prohibited by law.

Signature (Volunteer/Chaperone): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name (Volunteer/Chaperone): \_\_\_\_\_

