



ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE AND AGREEMENT NOT TO SUE
Please read carefully before signing. This is a legal document and a release of legal rights.

Adult Participant (Please Print): \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Minor Participants (under age 18):

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Risks and hazards: The following are risks and hazards of this event being conducted at Jiminy Peak® Mountain Resort ("Resort") as well as those associated with skiing, snowboarding, riding chairlifts, snowshoeing, Aerial Adventure Park, Mountain Adventure Park (including the Mountain Coaster, Soaring Eagle Zip Ride, Giant Swing, Rock Climbing Wall, Bungee Trampoline, Bouncy Houses, Spider Mountain, Scenic Chairlift Rides), mountain biking, equipment rentals, hiking, or other physical activities and/or facilities (collectively, "Activities") at the Resort, and I acknowledge that:

- The Activities at the Resort are inherently dangerous with risks of injury, severe illness, permanent disability, death and property damage (collectively, "Loss") including but not limited to:
o stairs, water, physical contact, stressful situations
o falling, slipping, jolting, jarring or shaking
o variations in terrain and bare spots
o uneven and/or slippery ground or track conditions, high elevation
o adverse weather conditions, natural elements
o encounters with plants, insects or animals
o breaks, sprains, strains, bruises and other contusions
o collisions with other participants or man-made or natural objects
o surface or subsurface ground, snow and ice conditions
o pole lines and plainly marked or visible snow making equipment
o vehicles and machines including snowmobiles and snowcats
o carelessness and misjudgments on the part of participants and Resort staff, including by failing to follow proper procedures, instructions and the operating policies of Resort
o rocks, trees, stumps and other forms of forest growth or debris
o equipment failure, malfunction, or improper use of equipment
o my health condition, physical exertion, dehydration, fatigue, anxieties and fears associated with heights, dizziness
o other risks and dangers that can reasonably be inferred from the other risks and dangers listed here
o illness, including exposure to and infection with viruses or bacteria
These risks and dangers are obvious and necessary to participate in the Activities. Participating in these Activities could increase the risk of contracting a virus or viral or bacteriological disease.
There may be other risks not known or reasonably foreseeable at this time.
Having a Resort employee present does not reduce the amount or severity of the risks or hazards of these Activities.
If I violate any Resort rules, I may have my Activities pass or authorization to participate in the event revoked without refund.
For safety purposes, the areas of the Activities are under video and audio surveillance.
I made a voluntary choice to participate in the Activities even though there are risks and dangers.

Assumption, Release, Covenant: In consideration of the terms of this agreement and as an express condition of my participation in the Activities, I hereby agree:

- to assume all dangers and risks, inherent or otherwise, of any Loss resulting from my participation in the Activities at the Resort; and refrain from reckless conduct that is not consistent with safe and prudent participation in the Activities, or violates the Resort's rules or the law;
there exist extremely contagious viruses (including the COVID-19 coronavirus) that spread easily through person-to-person contact; that federal and state authorities recommend social distancing as a means to prevent the spread of these viruses; and that none of the Resort Parties warrant that viral or bacteriological infection will not occur through participation in the Activities at the Resort;

- not to bring a claim against and **agree to release and forever discharge** Jiminy Peak Resort, LLC; Belmont JP Ski, LLC; Sodexo Live!, their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively “**Resort Parties**”), from all liability for **any Loss** that results from activities that are in any way related to my participation in the Activities, the use of the Resort Parties’ equipment, **including all liability that results from the negligence of the Resort Parties, or any other person or cause; and all claims that I may now have against the Resort Parties, or claims of which I am not aware or are not mentioned in this release. This release also applies to claims resulting from anything which has happened up to now;**
- agree to **indemnify** the Resort Parties from any and all losses, liabilities and attorney’s fees resulting from **any Loss** that arises out of my participation in the Activities, use of the equipment, or any other activities on the Resort, regardless of how or by whom or by what the Loss was caused, or any subrogation or derivative claims brought by any third party or insurer for any Loss I may cause;
- that this agreement is legally binding on me, my heirs, executors, administrators and assigns; is governed by the laws of the State of New Hampshire; and will be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law;
- to grant exclusive permission to the Resort Parties to use my image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration
- that **exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Berkshire County, Massachusetts or the federal courts of the Western District of Massachusetts and those courts have personal jurisdiction;**
- that the Resort Parties are granting me permission to use the Resort, their facilities, and equipment in exchange for me signing this agreement; and
- that this agreement will survive and continue in force beyond the end of the current Activities season with respect to any Loss occurring before that time.

Date: \_\_\_\_\_ Signature (Adult Participant): \_\_\_\_\_

**For Participants Under 18 Years of Age:** As parent/guardian signing this agreement for the above-named minor(s) (“**Minor(s)**”), I agree that by signing this agreement on behalf of the Minor(s), the Minor(s) and I agree to be bound by its terms. I hereby agree to **indemnify** the Resort Parties for any claim or suit arising out of the Minor(s)’s participation in the Activities and their related activities or the Minor(s)’s presence on the Resort. **If I am not the parent or legal guardian of the Minor(s), or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor(s), then I agree to indemnify** the Resort Parties if any claim is instituted against them as a result of any Loss arising out of, relating to, or in any way connected with the Minor(s)’s participation in the Activities or presence on the Resort.

Date: \_\_\_\_\_ Signature (Parent/Guardian): \_\_\_\_\_

Print Name (Parent/Guardian): \_\_\_\_\_