

2020 JUNIOR PROGRAM VOLUNTEER REGISTRATION FORM

____ I am a new volunteer this year ____ I am a returning volunteer # of year's ____

Volunteer Name: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (H) _____ **(W)** _____ **(M)** _____

Email: _____

DISCIPLINE: ____ Alpine ____ Snowboard ____ Nordic ____ Non Skiing

SCHOOL: _____

SKI AREA: ____ Cranmore ____ Attitash ____ Black ____ King Pine ____ Nordic

Level, color, or age you would ***prefer*** to work with: _____

Will you have a child in Jr. Program? _____

Would you like to ski with your child?* _____ Child's Name: _____

**It is impossible for every parent to ski with their own child, we try to accommodate these requests as often as we can but there is no guarantee*

Are you a member of the Eastern Slope Ski Club? _____

Would you like to join the Eastern Slope Ski Club: \$15-Single \$23-Dual \$30-Family

Member Name(s): _____

Attach your check with this form or join online at www.easternslopeskiclub.org. Membership is the key financial component to Junior Ski Program, and is a tax-deductible contribution. Thank you for your support.

RETURNING VOLUNTEERS MUST:

- Return completed form to school representative by December 13, 2019
- Ensure their NH Criminal Background Check is still current
- Attend at least one on snow clinic and safety meeting
- Returning volunteers must attend the indoor session/kick-off party on November 20, 2019 at Tuckerman's Brewing Company

NEW VOLUNTEERS MUST:

- Return completed form to school representative by December 13, 2019
- Complete a NH Criminal Background Check (allow 3-4 weeks for completion, do this early)
- Attend the indoor training meeting on November 20, 2019 at Tuckerman's Brewing Company
- Attend at least one on snow clinic and safety meeting

-OVER-

Eastern Slope Ski Club Junior Program
ACKNOWLEDGEMENT OF RISKS AND HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Volunteer Name (please print): _____ Age: _____ Sex: _____

Address: _____

City: _____ State: _____ Zip: _____

1. I understand that snowboarding, skiing, and other alpine and Nordic or other snow sliding sports activities are HAZARDOUS ACTIVITIES. I understand that snowboarding, skiing, and the use of snowboards, skis, other snow sliding equipment, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and danger inherent in the sports of snowboarding, skiing, and other snow sliding sports, including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness of the terrain, jumps, ramps, terrain elements and other features, whether natural or man-made, and collisions with other trail users, trees, poles, or objects. I understand that acting as a Volunteer with the Eastern Slope Ski Club Junior Program ("ESSC") does not lessen the amount or severity of the risks of these activities. I understand that ESSC is not responsible for my safety nor my instruction of snow sports skills. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, must always remain alert and conscious of where other people are that could come into contact with me, while properly using my equipment in variable weather, snow and terrain conditions.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in 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 in these activities, or while present at ESSC programs or events, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, and HOLD HARMLESS the Eastern Slope Ski Club and its directors, officers, agents, employees, land owners, as well as the equipment manufacturers and distributors and all the event or program sponsors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death, and/or property damage that may in any way arise out of my participation in these activities, related activities, or my participation in ESSC Junior Program, use of any ESSC equipment, or premises, including travel to and from events or activities at other resorts or areas, regardless of how or by whom or by what the personal injury, death, and/or property damage was caused. As a condition of my participation in the activities with ESSC and being permitted to gain access to and use the ESSC facilities and premises, I hereby agree not to bring (on my behalf, on behalf of my child, any other person or entity or otherwise) any claim against or sue RELEASEES.
4. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEY'S FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES OR ANY OTHER PERSON. 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.**
5. 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 not be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form. I intend this document to be interpreted as broadly as permissible by New Hampshire law.
6. I consent to the use by Releasees of any pictures (video or print) or audio recordings for commercial purposes, or otherwise, of me in connection with the activities of the Eastern Slope Ski Club.
7. I understand that permission to participate in Releasee's program, activities, events, and use of any equipment and premises is being given to the undersigned Volunteer in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY 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. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, background or medical condition.

Signature (Volunteer): _____ Date: _____

ESSC Junior Program – Cranmore Volunteer
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.

Instructor's Name: (Please Print) _____ Age: _____

Address: _____ City/Town: _____ State: _____ Zip: _____

Emergency Contact Phone No.: _____ Email: _____

I acknowledge that:

- skiing, snowboarding, snow tubing, snowshoeing, riding chairlifts and other winter activities (collectively, "**Activities**") afforded to me as an instructor of the Eastern Slope Ski Club Junior Program ("**Program**") operated by the Eastern Slope Ski Club at Cranmore Mountain Resort ("**Resort**") involve inherent and other dangers and risks of **injury** and **death** and **property damage** 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; terrain, lift towers and their components (whether or not any of the foregoing are above or below snow surface); terrain parks, elements or features; pole lines and plainly marked or visible snow making equipment; vehicles and machines including snowmobiles and snowcats; equipment failure; equipment malfunction; collisions with other skiers, other persons or with any of the those items; my presence on the Resort and those other risks and dangers that can reasonably be inferred therefrom; and that those other risks and dangers are obvious and necessary of recreational winter activities; and
- there may be other risks not known or reasonably foreseeable at this time; having a Resort employee present does not lessen the amount or severity of the risks or hazards of these activities; and I made a voluntary choice to participate in these Activities despite the risks and dangers; and
- I have read this entire agreement and fully understand its terms.

In consideration of the terms of this agreement and as an express condition of my participation in the Program at the Resort, I hereby:

- **assume all dangers and risks, inherent or otherwise, of injury, death and property damage arising from my participation in the Activities at the Resort as provided by state statute (NHRSA Ch. 225-A:24) and those dangers and risks not outlined in the state statute;**
- agree not to bring a claim against and **agree to release and forever discharge** CM Resort, LLC, CMR Properties, LLC, Centerplate, their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively "**Resort Parties**") , from all liability for injury, death, property loss and damage that results from my participation in the Activities, the use of the equipment, my presence on the Resort, or is related to any other activity at the Resort; **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 claims or suits for **personal injury, death and/or property damage** that arise 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 personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage that I may cause;
- agree that I am solely responsible for maintaining control at all times while participating in the Activities and must refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding (including, but not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries), violates "Your Responsibility Code" or the law, and acknowledge that the Program may be revoked without refund if I violate any of these conditions;
- authorize the Resort to (a) administer first aid to me as it deems necessary, (b) transport me to a medical facility, at my expense, if the Resort deems it necessary (and agree that upon transport to any medical facility, clinic or hospital, the responsibility of the Resort Parties will be totally fulfilled and the Resort Parties will have no further responsibility), (c) provide treatment, including medical and/or surgical care, necessary for my well-being at my expense in the case of serious illness or injury to me if I am incapacitated;
- consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of me in connection with the Activities at the Resort, without restriction as to frequency, duration or medium;
- agree that by signing this agreement, I agree to be bound by its terms.

This agreement is legally binding on me, my heirs, executors, administrators and assigns and supersedes any other agreements or representations by or between the parties; 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. **Exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Carroll County, New Hampshire or the federal courts of the District of New Hampshire and those courts have personal jurisdiction.** If any part of this agreement is determined to be unenforceable, all of its other parts will be given full force and effect. I understand that the Resort Parties are granting me permission to use the Resort, their facilities, and equipment in exchange for me signing this agreement. This agreement will survive and continue in force beyond the end of the current Activities season with respect to any liability, injury or damage occurring before that time.

Date: _____ Signature: _____