



## ESSC JUNIOR SKI PROGRAM 2022

ESSC welcomes all to Junior Program 2022! With the continuation of the pandemic and with its uncertainties and unknowns the ESSC Board of Directors and Junior Program committee is happy that our schools have chosen to move forward with programs this year. Our goal is to work with each school to arrive at a program to get the children out on snow while meeting each school's concerns. Each program this season will look a bit different as safety is our #1 concern. Please check with your school for how they have chosen to run their ESSC program this season.

It's that time of year to start thinking about winter and signing up for Junior Ski Program. Junior Ski Program is sponsored by the Eastern Slope Ski Club and endorsed by SAU #9 and SAU#13, and is available for all those children schooled in the Mt. Washington Valley. It offers all children in grades 1<sup>st</sup> through 6<sup>th</sup> an opportunity for instruction in one of our programs. Junior Ski Program is offered to both children who have never skied before and children wanting to improve their skills. We try our best to get each child into a class and insure a positive, safe, and fun experience.

**SIGN UP:** Registering your child for ESSC is simple and easy. Complete the attached registration form and be sure to sign the release form(s). Students without signed forms may not participate in program. Along with the form submit your registration fee, either check or money order, or pay online. If you cannot afford the registration fee, you may request financial assistance from your child's teacher. Make sure to turn your registration in by the **November 22<sup>nd</sup> deadline**.

**RENTALS:** ESSC is glad to rent equipment to those who need it. We are fortunate that each year we are able to update a portion of the fleet so we would appreciate you treating the equipment as if it were your own; we will not tolerate careless damage or loss of equipment. All equipment must be returned at the conclusion of program by March 18, 2022. The cost for rental equipment is \$60.00 for the season. If you cannot afford the rental fee, you may request financial assistance from your child's teacher. If you wish to rent please return your rental form and signed release by November 22, 2021.

**VOLUNTEER:** Volunteers are a huge part of our program. Without the support of volunteers our program would not exist. All volunteers' new & returning need to have current NH Criminal Background Checks. Complete the attached volunteer form if you would like to volunteer. More information will be available on the website and through your school rep.

**BEHAVIOR & DISCIPLINE:** All children must be under direct supervision of their instructor at all times during program. Children are expected to display respectful behavior and adhere to safety rules. Major problems can result in a child being dismissed from the program. Behavior issues will be handled through your child's school.

**COMMUNICATE:** Communication is a huge part of our program. We're trying to make information more accessible through our website, [www.easternslopeskiclub.org](http://www.easternslopeskiclub.org). We also have a page on Facebook, so be sure to check that out as well, and "like" us so you can keep up on the most current news. *Due to the pandemic please check with your school for program updates as each school is doing theirs a bit different.*

We are looking forward to another great season – don't delay, get your registration forms in early. If you have any further questions please speak with your child's teacher or contact your school representative.

Don't forget  
to sign all your  
forms!

# 2022 EASTERN SLOPE SKI CLUB JUNIOR PROGRAM REGISTRATION

Return to School by November 22, 2021

## REGISTRATION OPTIONS

Select One – Support ESSC and join as a family

Individual Registration - \$15.00: One child or one individual

Dual Registration - \$23.00: Two children or family members

Names: \_\_\_\_\_

Family Registration - \$30.00: List all family members (adults & children)

Names: \_\_\_\_\_

Enclosed is my check or money order payable to ESSC

I have made my payment online at [www.easternslopeskiclub.org](http://www.easternslopeskiclub.org),

Confirmation # \_\_\_\_\_ (submit printed receipt with paperwork)

Complete separate forms for each child

## PARTICIPANT INFORMATION

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Gender: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_ Classroom Teacher: \_\_\_\_\_

Discipline: *select one*  Alpine  Snowboard (grades 5-6)  Nordic

Ability:  My child has **never** skied/snowboarded before

My child has skied/snowboarded before but is new to ESSC Jr Program, describe:

\_\_\_\_\_

My child participated last season with ESSC, color:  Green  Yellow  White  Red  Blue  Purple

Renting:  Yes  No

## PARENT INFORMATION

Parent's Names: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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FOR OFFICIAL USE ONLY – DO NOT WRITE BELOW LINE

Payment Included, amount \$ \_\_\_\_\_  Payment with sibling, name: \_\_\_\_\_

Payment made online Circle One: CASH CHECK ONLINE



SIGN OTHER SIDE

## EASTERN SLOPE SKI CLUB ("ESSC") ACKNOWLEDGEMENT & ACCEPTANCE OF RISK & LIABILITY RELEASE

**WARNING:** All forms of Alpine/Nordic/Snowboarding activities are hazardous requiring deliberate control and good judgment of the participant. Falls and injuries are common occurrences of these activities, including the ESSC Junior Program. The participant will be continually challenged in the program by performing maneuvers on formidable terrain. These challenges, plus changing weather, visibility and surface or sub-surface snow or ice conditions whether natural or machine-made, such as ice and bare spots, the unevenness of the surface which contains rocks, bumps, ruts, stumps, trees, lift towers, signs, poles, lift mazes, hydrants, and posts, snow grooming equipment, snowmobiles, and other man-made objects, the steepness of the terrain, jumps, ramps, terrain elements, and other features, whether natural or man-made, collisions with other trail users, trees, poles, or objects, variations in terrain, slope design, are inherent to all winter skiing/snowboarding activities. I hereby acknowledge and accept these risks in order to become a more accomplished skier/snowboarder. I take full responsibility for any injury or damage that may result from this activity in order to become a more accomplished skier/snowboarder. I take full responsibility for any injury or damage that may result from this activity and Promise Not To Sue on account of my participation in the ESSC Junior Program and the risks such as those listed above. Including exposure to and infection with viruses or bacteria.

As a condition of being permitted to use the ski area premises and to enroll in the ESSC Junior Program, 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 related activities, or while present on ski area premises, and I for myself, my child or children and my heirs and assigns hereby RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and agree to HOLD HARMLESS Attitash, Cranmore Mountain Resort, King Pine, Black Mountain, participating Touring Centers, their parent companies, owners, directors, officers, agents, employees, land owners, employees and agents, SAU #9, SAU #13, or any other alternative participating school, the ESSC and its officers, board members, staff, volunteers as well as the equipment manufacturers and distributors and any event sponsors their owners or affiliates, (hereinafter "Releasees") from any and all losses, injuries, 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 use of the Releasee's trail system, its equipment, or any equipment, or premises, including travel to and skiing, riding or competition 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, or my child, being entitled to participate in the activities and being permitted to gain access to and use the Releasees facilities and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES.

I agree that any dispute arising under this legally binding contract shall be submitted to the jurisdiction of the State of New Hampshire and shall be governed by the laws of that state. The undersigned further authorizes anyone working for the Releasees, mountains, touring centers, SAU #9, SAU #13 and ESSC to call for such medical care for the child, or to transport the child to the Ski Patrol room or appropriate medical facility if, in the opinion of anyone working at the mountain or representing ESSC, medical attention is needed for the child. The undersigned agrees that upon transporting the child to any medical facility, clinic or hospital, that the responsibility of the mountain and the ESSC shall be totally fulfilled and mountain/ESSC shall not have any further responsibility for the child.

As a parent/guardian with legal responsibility for a minor participant, I am authorized to sign this agreement for that child. I consent and agree for the minor child to be bound by this agreement and I hereby indemnify, release and agree to hold harmless the ski areas named above, their owners, affiliates, employees and agents and SAU #9, SAU #13, or any other alternative participating school, and the ESSC and its officers, staff and volunteers, from all claims, awards, legal expenses and settlements arising out of the child's participation in this program, and the use of the ski area premises. If any portion of this agreement is deemed unenforceable the remainder shall be given full force and effect. In signing this release agreement, I hereby acknowledge, represent and warrant that I, the undersigned, have authority to sign this agreement for the minor child and agree to Indemnify, Release and Hold Harmless the Releasees from any and all loss interpreted as broadly as permissible by New Hampshire law.

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

Printed Parent/Guardian Name: \_\_\_\_\_



**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.*

Child's Name: (Please Print) \_\_\_\_\_ Age: \_\_\_\_\_

Parent's/Guardian's Name (Please Print): \_\_\_\_\_ Emerg. Contact Phone No.: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

As the parent/guardian signing this document on behalf of myself and the above-named minor ("Child"), I acknowledge that:

- skiing, snowboarding, snow tubing, snowshoeing, riding chairlifts and other winter activities (collectively, "Activities") afforded to my Child through 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, severe illness, permanent disability, death and property damage*** (collectively, "Loss") 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; illness, including exposure to and infection with viruses or bacteria; my Child's 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; for safety purposes, the areas of the Activities are under video and audio surveillance; participating in these Activities could increase the risk of contracting a virus or viral or bacteriological disease; and I made a voluntary choice to have my Child 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 Child's participation in the Program at the Resort, I, on behalf of myself and my Child, hereby:

- ***assume all dangers and risks, inherent or otherwise, of any Loss arising from my Child's 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 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;
- 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 ***any Loss*** that results from my Child's participation in the Activities, the use of the equipment, my Child's 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 ***any Loss*** that arises out of my Child's 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 Loss my Child may cause;
- agree that my Child is 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 my Child violates any of these conditions;

- authorize the Resort to (a) administer first aid to my Child as it deems necessary, (b) transport my Child 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 or surgical care, necessary for the well-being of my Child at my expense in the case of serious illness or injury to my Child where I cannot be reached (the Resort will, to the best of its abilities, attempt to notify me as soon as possible in the event of an emergency with my Child);
- consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of my Child in connection with the Activities at the Resort, without restriction as to frequency, duration or medium;
- agree that by signing this agreement on behalf of my Child, the Child and I agree to be bound by its terms.

This agreement is legally binding on me, my Child, our 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 my Child 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. ***If I am not the parent or legal guardian of the Child, or I did not have the legal capacity or authority to execute this agreement on behalf of the Child, 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 Child's participation in the Activities or presence on the Resort.

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

## 2022 ESSC RENTAL EQUIPMENT FORM

Return this form to school by **November 22, 2021**

ESSC rental equipment is available for those who do not have their own equipment. Each school will be assigned a day to come to the Davis Building to be fitted for equipment. Parents are responsible for their child's equipment.

Cost of rental equipment for the season is \$60.00.

### RENTAL PARTICIPANT INFORMATION

Complete all blanks – information is required for binding settings

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

School: \_\_\_\_\_ Age: \_\_\_\_\_ Grade: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Shoe Size: \_\_\_\_\_ Gender: \_\_\_\_\_

Discipline: \_\_\_ Alpine \_\_\_ Snowboard \_\_\_ Nordic

Skier Type: (*alpine only, use chart below*) \_\_\_ Type I \_\_\_ Type II \_\_\_ Type III

#### Determining your skier type is your responsibility:

Your skier type, height, weight, age, and boot sole length are used by the shop technician to determine the release/retention settings for your bindings. Consult these descriptions to select your classification. Be sure to provide accurate information. Errors may increase your risk of injury.

TYPE I	TYPE II	TYPE III
<p><b><i>Cautious skiing on smooth slopes of gentle to moderate pitch</i></b></p> <p>Skiers who designate themselves as Type I receive lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain releaseability in a fall. This type also applies to entry-level skiers uncertain of their classification.</p>	<p><b><i>Skiers not classified as Type I or Type III</i></b></p> <p>Skiers who designate themselves as Type II receive average release/retention settings appropriate for most recreational skiing.</p>	<p><b><i>Fast skiing on slopes of moderate to steep pitch.</i></b></p> <p>Skiers who designate themselves as Type III receive a higher than average release/retention setting. This corresponds to decreased release ability in a fall in order to gain a decreased risk of inadvertent binding release.</p>
<p><i>If from experience, you have been dissatisfied with the release/retention settings that result from your skier classification, mention this to your binding technician.</i></p>		

In case of school shut down, parents are responsible for returning all ESSC equipment to their school by March 18, 2022. Equipment outstanding past this date is considered lost and parents are responsible for covering the cost. I agree I am responsible for my child's equipment and to return all ESSC equipment at the end of the program.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

TURN OVER TO SIGN RENTAL RELEASE

#### FOR USE OF RENTAL TECHNICIAN - DO NOT WRITE IN THIS AREA

Boot ID #: \_\_\_\_\_ Boot Sole Length: \_\_\_\_\_ Boot Fitter: \_\_\_\_\_

Ski/SB ID #: \_\_\_\_\_ Din Setting: \_\_\_\_\_

Rental Tech Initials: \_\_\_\_\_ Renter Initials: \_\_\_\_\_

## ESSC RENTAL EQUIPMENT PARENTAL RELEASE

**WARNING:** Be aware that a ski-boot binding system will not release at ALL times or under ALL circumstances where releases may prevent injury or death nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of your safety. The use of any ski equipment is an inherent risk of the sport. All forms of Alpine Skiing, Nordic Skiing, Snowboarding and all related activities are hazardous. Falls and injuries are common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain.

Ski and snowboard only within your own ability. 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, hard pack, 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 and collisions with or falls resulting from such man-made objects such as lift towers and components thereof, lifts, sign posts, fences, mazes, or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with, or falls resulting from, such man-made or natural terrain modifications and features; the presence of and collisions with other skier/riders and failure to others of ski/ride safety, in control or within their own ability.

1. As a condition of being permitted to use the ski area premises, to enroll in the ESSC Junior Program and receive rental equipment from ESSC, 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 related activities, or while present on ski area premises, and I for myself, my child or children and my heirs hereby Release, FOREVER DISCHARGE, INDEMNIFY, DEFEND and agree to HOLD HARMLESS Attitash, Mount Cranmore, King Pine, Black Mountain, participating Touring Centers, their parent companies, owners, directors, officers, agents, employees, land owners, employees and agents and SAU #9, SAU #13, or any other alternative participating school, the ESSC and its officers, directors, board members, staff and volunteers as well as the equipment manufacturers and distributors and any event sponsors their owners affiliates, (hereinafter "Releasees") for any and all liability for personal injury including death and property damage in any way arising from the use of this equipment, including but limited to any alleged NEGLIGENCE on the part of the Releasees in the selection, installation, maintenance or adjustment to this equipment and its use and 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 or my child(s) participation in these activities, related activities, or use of the Releasee's trail system, its equipment, or any equipment, or premises, including travel to and skiing, riding or competition 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, or my child, being entitled to participate in the activities and being permitted to gain access to and use the Releasees facilities, equipment and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES. This Release is intended to comply with the laws of State in which it is used and only to the extent allowed by law. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
2. I understand and acknowledge the risks of injury and death that are a part of the alpine, nordic and snowboard activities conducted at the above-mentioned ski resorts and nordic centers. I am aware that all forms of alpine, nordic and snowboard activities are hazard filled with high risks and that falls, collisions, and injuries are common occurrences of the sport. Therefore, for myself, my child or children, my heirs and assigns I accept these risks and Promise Not to Sue the Releasees for all losses and injury to person or property that may result from my, my child or children's participation in the activities at these resorts and nordic centers and from the inherent risks such as (but not limited to) those listed in the Warning above.
3. I agree that all disputes arising under this contract or my use of any facilities at these ski resorts or nordic centers shall be litigated in the State or Federal courts and governed by the laws of the State of New Hampshire and in no other jurisdiction.
4. I have made no misrepresentation in regard to my height, weight, age and skier type or clinic level.
5. I verify that the indicator setting listed on this Rental Form corresponds to the settings on my bindings.
6. I have received instruction in the operation of the boot binding system.
7. I understand that this entire agreement shall be binding upon my heirs and assigns.

### RENTERS RESPONSIBILITIES FOR THE EQUIPMENT

8. I except for use, as is, the equipment listed on this form and accept full responsibility for its care while in my possession.
9. I will be responsible for replacement at full retail value of any equipment rented under this agreement that is not returned.
10. I agree to reimburse and repay the ESSC for loss or damage of any kind, other than reasonable wear and tear, which results from my use of this equipment and participation in Alpine/Nordic/Snowboard activities.
11. I understand that permission to use Releasee's equipment, trail system and premises is being given to the undersigned participant 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, weight, skill level, ability or medical condition.

I, the undersigned, have authority to sign this agreement for the minor child and agree to indemnify the Release from any and all loss arising from the minor's use of equipment and participation in Alpine/Nordic/Snowboard activities.

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



## 2022 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](http://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 ASAP or by November 1, 2021
- Ensure their NH Criminal Background Check is still current
- Volunteers will meet 30 minutes prior to start of program

### NEW VOLUNTEERS MUST:

- Return completed form to school representative ASAP or by November 1, 2021
- Complete a NH Criminal Background Check (allow 3-4 weeks for completion, do this early)
- Training sessions for new volunteers TBA mid December.

### NH Criminal Background Check: Start it now!

Here is the new online process for fingerprinting. We do recommend this route as it is a bit faster. The link is to our website that has step-by-step instructions as well as the applicant fingerprinting portal link.

LINKS: SAU #9 [http://sau9.ss12.sharpschool.com/district/background\\_checks](http://sau9.ss12.sharpschool.com/district/background_checks)

SAU #13 <https://sites.google.com/view/sau-13/home/criminal-background?authuser=0>

-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. and that those other risks and dangers are obvious and necessary of recreational winter activities; including exposure to and infection with viruses or bacteria.
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, DEFENED, 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 - 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, severe illness, permanent disability, death and property damage (collectively, "Loss") 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; illness, including exposure to and infection with viruses or bacteria; 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; for safety purposes, the areas of the Activities are under video and audio surveillance; participating in these Activities could increase the risk of contracting a virus or viral or bacteriological disease; 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 any Loss 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 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;
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 any Loss 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 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 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, Loss occurring before that time.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (age 18 or older)