

Release of Liability and Waiver

Please read carefully! This is a release of liability and waiver of certain legal rights.

In your capacity as an athlete, coach, alpine official, volunteer and/or a parent or guardian, you understand that snow skiing, training (on and off snow), ski racing, competitions, volunteering in a support role at races, coaching and any other use of services, premises and facilities (collectively referred to as "Sports Activities") of Winnepesaukee Ski Club, Inc. (d/b/a Gunstock Ski Club) (together with its members, coaches, athletes, employees, directors, officers, agents, volunteers, sponsors and other related entities, "GSC") can be hazardous and that injuries are common when participating in Sports Activities.

You accept and assume all risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the uses of lifts, collisions with natural or man-made objects, other persons, grooming and snowmaking equipment, lift towers and other structures and their components, the failure of safety equipment and netting, whether or not properly installed, the setting and location of race courses, falling, loss of control, exceeding one's ability, and conditions caused by the negligence of coaches, athletes, employees, directors, officers, agents, sponsors, volunteers and safety services personnel. You hereby freely and expressly assume any and all risk of property damage, injury (including serious injury, permanent disability and paralysis), and death associated with Sports Activities.

In consideration for your participation in any Sports Activities, you hereby release, discharge, covenant not to sue, hold harmless and indemnify GSC from any and all claims and causes of action by you or on your behalf against GSC arising directly or indirectly out of your participation in any Sports Activities and/or use of GSC services, facilities or premises. This release includes the claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of GSC. You also agree to indemnify (including costs and reasonable attorneys' fees) GSC for any claim brought on behalf of any minor named in this Release of Liability and Waiver.

You hereby represent that you understand the nature of the Sports Activity and that you are qualified, in good health, and in proper physical condition to participate in the Sports Activity. You hereby acknowledge that if you believe conditions are unsafe, you will immediately discontinue the Sports Activity.

You have carefully read and understood this agreement and all of its terms, and understand that you are giving up substantial rights by signing it, and you are signing it freely and without any inducement or assurance of any nature, and intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect. You enter into this agreement freely and voluntarily and agree that it will be binding upon each of you and your heirs, assigns, and legal representatives.

No racer, coach, alpine official, volunteer or parent/guardian will be allowed to participate in any GSC activity until he or she has signed his or her consent to the above form.

I/We have read, understand and agree with the above Waiver and Releases.

_____	_____
Name of Participant (Please print clearly)	Address
_____	_____
Signature of Participant OR Parent/ Guardian if Participant is a minor	Date