Pass Agreement			
Please PRINT all fields! Name			
Street			
City	State	Zip	
E-Mail:			Date of Birth
Phone Number:	Check One:  □ Ski □ Snowb	oard	
Know The Coo 1) Always stay in control a 2) People ahead of you hav 3) You must not stop wher 4) Whenever starting dowr 5) Always use devices to h 6) Observe all posted signs 7) Prior to using any lift, younload safely.	we the right of way. It e you obstruct a trail whill or merging into a elp prevent runaway and warnings. Keep	avoid other pois your responsance not visite trail, look up equipment.	insibility to avoid them. ible from above. phill and yield to others.
☐ I agree to respect and for	ollow the safety code.		
☐ I agree to wear a helmet	t while using the terra	in parks.	
READ & SIGN the "Liabi	lity Release Form" or	n the reverse s	side
Pass Number Date	Amount Paid		

## WACHUSETT MOUNTIAN LIABILITY RELEASE

I agree, for myself and/or my child, to **RELEASE**, **forever indemnify**, **defend**, **and hold harmless** <u>Wachusett Mountain Associates</u>, <u>Inc.</u> and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES")

from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE** or any other cause. 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 acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the resort or the premises.

For myself and my child, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the resort or the snow tubing facility. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the resort or the premises.

This agreement is governed by the applicable laws of Massachusetts. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. In the event that any provision is found to be invalid, the provision shall be revised so that it is enforceable to the greatest extent possible. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of Massachusetts only.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.

_				
SIGNATURE OF PARTICIPANT	PARTICIPANT'S PRINTED NAME	I	D	ATE

PARTICIPANTS UNDER 18 YEARS OF AGE: I INDIVIDUALLY OR AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE NAMED MINOR, I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE ABOVE RELEASE OF LIABILITY AND THAT BY SIGNING THIS RELEASE ON BEHALF OF THE MINOR, I AND THE MINOR AGREE TO BE BOUND BY ITS TERMS. I HEREBY AGREE TO RELEASE FROM LIABILITY, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY CLAIM OR SUIT ARISING OUT OF SAID MINOR'S USE OF THE RESORT OR THE SNOW TUBING FACILITY.

SIGNATURE OF PARENT OR GUARDIAN	DATE