

2014/2015 WAIVER OF LIABILITY

By signing this waiver and authorizing the minor named above to participate in this group ski, snowboard, or other ski activity, I, the undersigned, as well as the minor I represent, agree, acknowledge and understand that skiing, snowboarding and other snow related activities can be hazardous and/or dangerous. I understand that the sport of skiing and the use of this equipment involve a risk of injury to any and all parts of this user's body. I am voluntarily participating in these activities with knowledge of the danger involved. I hereby agree to freely and expressly assume and accept any and all risk of injury to the user of this equipment and to any other person while skiing/riding.

Further I acknowledge:

- 1. Trail and slope conditions vary due to weather changes and skier use;
2. Ice, variation in terrain, forest growth, rocks, debris, lift tower and other obstacles and hazards may exist throughout the ski area;
3. Riding ski lifts can be hazardous. I accept that it is our responsibility to ask for help from attendants if we are unfamiliar or uncomfortable with safe lift riding.
4. I and/or the minors I represent act at our own peril with respect to above.

Mass. G.L.C.H. 143S 71P provides, with limited exception, that no action shall be maintained against the operator of the Ski Area for an injury to a skier unless the injured person shall within (90) days of the incident, give to the operator notice by registered mail of the name and address of the injured person and the time, place and cause of the injury. Any action to recover for injury shall be brought within one year of the date of injury. I further agree that (1) any claim, which I may at any time bring for any reason against Ski Blue Hills Management, LLC shall be submitted to the jurisdiction of the State of Federal Courts of the Commonwealth of Massachusetts and that no claims or actions shall be brought in any other jurisdiction; and (2) any claim shall be governed by the law of Massachusetts.

We also understand that courtesy and safe conduct on the slope are imperative for safe conditions at Blue Hills. Therefore, I accept that management reserves the right to revoke participant's ski privileges, without return, if the participant commits any acts on the premises that are illegal or endanger the safety of him/her or others.

Participant Name Parent/Guardian Signature Date

If renting equipment also, please read and sign below

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments. I understand and agree that skiing, snowboarding, snowblading and other winter sports are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they therefore CANNOT GUARANTEE MY SAFETY.

SNOWBOARDS AND X-C: I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

HELMETS: I understand that this helmet is a multi-purpose helmet, not intended for motor sports. No helmet can protect the wearer against all possible impacts. Reasonable foreseeable impact may exceed the capabilities of this helmet to protect against injury. For maximum protect this helmet must fit firmly on the head, and all retentions straps must be securely fastened. Serious injury or death can occur at a comparatively low impact speed and helmets do not protect against neck, spine or other bodily injuries that my result from a ski or snowboard accident. WEARING A HELMET DOES NOT MAKE YOU INVINCIBLE. Helmets meets ASTM standard specification for use in non-motorized recreational snow sports (such as skiing, snowboarding, and other alpine sports).

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS Ski Blue Hills Management, LLC, all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty,

product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT, which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state. Notwithstanding the foregoing, if I sue Ski Blue Hills Management, LLC, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Court of Common Pleas of Norfolk County or in the United States District Court or the State of Massachusetts and further agree that any and all disputes which might arise between Ski Blue Hills Management, LLC and myself shall be litigated exclusively in one of the said Courts. I have read, understand, and agree to the terms of this Warning, Liability Release and Assumption of Risk Agreement

Parent/Guardian Signature Date