



NASHOBA VALLEY SKI & TUBING AREA



!! RELEASE OF LIABILITY AGREEMENT - READ CAREFULLY !!

Date:

Day of Week:

In consideration for my or my child's use of the resort or the snow tubing facility, I agree, for myself and/or my child, to **RELEASE**, forever indemnify, defend, and hold harmless Nashoba Valley Acquisition Corp, Nashoba Hill Corp 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 snow tubing facility.

I further agree, for myself and/or my child, to release and give up any and all claims and rights that I and/or my child may now have against Nashoba Valley Acquisition Corp, Nashoba Hill Corp. This releases all claims, including those of which I and/or my child am not aware and those not mentioned in this release. This release applies to claims resulting from anything which has happened up to now. 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 snow tubing facility.

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.

UNDER THE AGE OF 18: I INDIVIDUALLY OR AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE NAMED MINOR, 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.

OVER THE AGE OF 18: I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ SNOWSPORTS SCHOOL RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2013-2014 WINTER SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING. 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.

| No. | Participant Name | Date | Signature (If under 18: Parent/Guardian Signature) |
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