

Jen's Friends Cancer Foundation
Climb Against Cancer Hike
ACKNOWLEDGEMENT OF RISKS & HAZARDS
LIABILITY RELEASE & AGREEMENT NOT TO SUE

Participant: (Please Print) _____ **Age:** _____ **Sex:** _____
Address: _____ **State:** _____ **Zip:** _____

1. I understand that hiking, walking and other alpine activities (including riding a chairlift) (collectively, "**Activities**") are ***hazardous activities***. I understand that those Activities involve risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in those Activities including but not limited to: the unevenness of the surface which contains rocks, tall and slippery grass, bumps, ruts, stumps and the steepness of the terrain. I further understand that I may be in remote places without medical facilities. I am aware that hiking in the mountains may have additional risks, which include the sudden onset of inclement weather and difficult mountain terrain. I understand that CM Resort, LLC ("**CMR**") is not responsible for my safety.
2. I acknowledge that no one in CMR is, or claims to be, medically qualified to determine the ability of any person to engage in these types of hikes. I alone am responsible for making the determination for myself (or for my minor child). **I hereby certify that I (or my child) am physically fit and have no medical conditions or allergies (known or unknown) that affect my ability to participate in these activities.**
Initials: _____
3. I freely and expressly assume and accept the responsibility for any and all risks (known or unknown) of injury or death while participating in these activities or related activities, and I agree to ***release, forever discharge, defend and indemnify*** CMR, CMR Properties, LLC, and Jen's Friends Cancer Foundation, their parent companies, mortgagees, real and personal property owners, directors, officers, agents and employees, (hereinafter "**Releasees**") from any and all losses, liabilities, 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 this hike, these activities or related activities, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
4. ***I agree to release, forever discharge, defend and indemnify the Releasees from all liability for injury, death, property loss and damage that results from activities that are in any way related to my participation in the Activities, including all liability that results from the negligence of the Releasees, or any other person or cause; and all claims that I may now have against the Releasees, or claims of which I am not aware or are not mentioned in this release. This release applies to claims resulting from anything which has happened up to now.***
5. I understand that this agreement shall be binding upon my heirs, executors, administrators, subrogors 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 be submitted to the jurisdiction of the Superior Court of Carroll County, New Hampshire or the federal courts of the District of New Hampshire. I agree that there have been no warranties, expressed or implied, which have been made to me.
6. I consent to the use by Releasees of any images of me (video and print) for commercial purposes, or otherwise, in connection with the Activities, or in connection with this event, without restriction as to frequency, duration or medium.
7. I understand that permission to hike and participate in these Activities on Releasees' premises is being given to me in exchange for signing this agreement. I have read this entire agreement and fully understand ***that this is a release of liability which will legally prevent me or any other person from filing suit or making other claims for damages in the event of personal injury, death or property damage.*** I voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by New Hampshire law.

Signature (Participant): _____ **Date:** _____

As a parent/guardian of the minor named below, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the foregoing agreement and that by signing on behalf of the minor, the minor and I agree to be bound by its terms. I agree to ***release, forever discharge, defend and indemnify*** the Releasees for any claim or suit arising out of the minor's participation these Activities or the minor's presence on the Releasees' premises. ***In the event that I am not the parent or legal guardian of the minor, or I did not have the legal capacity or authority to execute this agreement on behalf of the minor, then I agree to defend and indemnify the Releasees' if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the minor's participation.***

Child Name: _____

Signature (Parent/Guardian): _____ **Date:** _____