As a condition of obtaining a Dartmouth Skiway Season Pass, each passholder over age 18 will be required to sign, and each minor passholder over age 12 will be asked to sign, the below Release of Liability.

If a passholder is under age 18, this Release of Liability must be signed by a parent or legal guardian of the minor passholder. Proof of age or legal guardianship may be required.

RELEASE OF LIABILITY

As the purchaser and/or holder of a season pass to the Dartmouth Skiway, or the purchaser/user’s parent or legal guardian, as applicable (hereafter “Releasors”), the individual(s) named below expressly acknowledge that winter sports such as skiing and snowboarding are hazardous activities, that falls and collisions are common, that snowmaking and/or vehicular traffic may be encountered at any time, that personal injury, property damage, or death can result. By signing below, Releasors acknowledge and agree that participation in such activities is voluntary, that they understand and freely accept the above-mentioned and any other risks of participation in winter sports, including without limitation personal injury, property damage, and death. AS A CONDITION OF PASSHOLDER BEING ALLOWED TO USE THE DARTMOUTH SKIWAY, RELEASORS HEREBY EXPRESSLY RELEASE TRUSTEES OF DARTMOUTH COLLEGE (INCLUDING WITHOUT LIMITATION THE DARTMOUTH SKIWAY), AND ITS TRUSTEES, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS (HEREAFTER “RELEASEES”) FROM ANY AND ALL LIABILITY OF ANY TYPE, WHETHER RESULTING FROM NEGLIGENCE OR FROM ANY OTHER CAUSE, WHICH MAY ARISE FROM ANY CONDITIONS ON OR ABOUT THE PREMISES, FACILITY OPERATION, OR SKIWAY ACTIVITIES, OR FROM PARTICIPATION BY ANY RELEASOR IN SKIING, SNOWBOARDING, OR ANY OTHER USE OF THE SKIWAY PREMISES. RELEASEES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE SKIWAY PREMISES. RELEASORS AGREE TO ACCEPT THE ABSOLUTE AND FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES OR INJURY OF ANY KIND, FROM ANY CAUSE.

Releasors further agree to defend, indemnify, and hold harmless Releasees from and against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification hereunder, as well as any costs of pursuing or defending against any insurance providers (“Losses”), which may be incurred by any Releasee arising out of or resulting from any conditions on or about the premises, facility operation, or Skiway activities, or from Releasors’ participation in skiing, snowboarding, or any other use of the premises. In addition, if passholder is a minor, the below-named parent or legal guardian agrees to defend, indemnify, and hold harmless Releasees from and against any Losses relating to any claims made against Releasees by the passholder after passholder reaches the age of majority.

This Release of Liability is binding on Releasors, their heirs, successors and assigns, and shall inure to the benefit of Releasees and their successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed exclusively in accordance with the laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction). Any claim or cause of action arising hereunder may be brought only in New Hampshire state court located in Grafton County or the United States Federal District Court located in Concord, New Hampshire, and by signing below Releasors hereby consent to the exclusive jurisdiction of such courts. This Release of Liability will supersede any previous agreements, either oral or written, between Releasors and Releasees with respect to the subject matter hereof.

Releasors further give Trustees of Dartmouth College permission to use their likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on the Dartmouth Skiway premises for any purpose, with or without their names, including without limitation in publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including on the internet.

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BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS OF THIS RELEASE OF LIABILITY, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

___________________________________    ________
Adult Passholder/Purchaser’s Printed Name    Signature      Date
___________________________________    ________________________      _____________________
Adult Passholder/Purchaser’s Printed Name    Signature      Date

BY SIGNING BELOW, I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PASSHOLDER(S) NAMED BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE OF LIABILITY AND AGREE THAT BOTH THE MINOR PASSHOLDER(S) AND I SHALL BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

__________________________________     _________________
Printed Name of Parent or Legal Guardian    Signature      Date

__________________________________     ________________________      _____________________
Printed Name of Minor Passholder    Signature (if 12 or older)      Date

__________________________________     ________________________      _____________________
Printed Name of Minor Passholder    Signature (if 12 or older)      Date

__________________________________     ________________________      _____________________
Printed Name of Minor Passholder    Signature (if 12 or older)      Date

__________________________________     ________________________      _____________________
Printed Name of Minor Passholder    Signature (if 12 or older)      Date

__________________________________     ________________________      _____________________
Printed Name of Minor Passholder    Signature (if 12 or older)      Date

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