NEW ENGLAND PASS IP#_____

LIABILITY RELEASE and AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT

1. In consideration of being permitted to use the New England Pass resorts' premises, facilities and equipment, hereafter "facilities", I agree to RELEASE,INDEMNIFY, DEFEND AND HOLD HARMLESS Sunday River Skiway Corporation; Sugarloaf Mountain Corporation and Loon Mountain Recreation Corporation; their respective parent, subsidiary, affiliated and successor companies, real and personal property owners, agents, officers, directors, contractors, volunteers, employees and insurers (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the Releasees' facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees' facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees' facilities. I promise not to sue the Releasees, for any reason and under all circumstances and agree that if anyone is physically injured or property is damaged while I am using the Releasees' facilities, I will have no right to make a claim or file a lawsuit against the Releasees.

WARNING: Use of Releasees' facilities, including but not limited to skiing and snowboarding, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body, both on the ground and in the air, while properly using your equipment in variable weather and other conditions. Ski and snowboard only within your own ability. Safety is directly affected by your judgment in the severe elements of rough, mountain terrain. Be alert to all risks, hazards and dangers at the New England Pass resorts, including but not limited to: variations in terrain (including terrain features, steepness and other variations, whether natural or as a result of slope design), surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof (and other ski area components including lights, fences, posts, and signs, all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible equipment, vehicles and machines including snowmobiles and snowcats; collisions with other skiers or other persons (whether as a result of failure to ski or ride within their own ability or otherwise) or collisions with any of the risks identified in this paragraph or present in the mountain resort environment (whether natural or man-made).

2. I agree to (a) visibly display my season pass when boarding lifts; (b) present my season pass to any New England Pass resort authorized representative upon request; and **(c) refrain from reckless skiing or riding or other misconduct.** I understand and acknowledge that my season pass may be revoked without refund for failure to comply with the foregoing or for any violation of resort policy. **I understand my season pass is NOT transferable and NOT refundable**. In the event my pass is lost, stolen, broken or unrecognizable, I must pay a non-refundable fee of $50 for any replacement pass. My season pass privileges are valid beginning on the opening day of the 2010-11 winter season and continuing through the closing day of the 2010-11 winter season and are subject to the following: **GOLD:** No restrictions. **SILVER:** Valid every day of the 2010/11 season **except these 14 blackout days**: 12/25-12/31/10; 1/15-1/17/11; 2/19-2/21/11; 2/26/11. **BRONZE:** Valid Monday through Friday for the 2010-11 season. **Not valid** Saturdays, Sundays or on the following holiday blackout days: 11/25/10-11/26/10; 12/27-12/31/10; 1/17/11; 2/21/11- 2/25/11.

3. This document supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Maine for Sunday River and Sugarloaf, and New Hampshire for Loon Mountain. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine for Sunday River and Sugarloaf and New Hampshire for Loon Mountain and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

4. If applicant/credit card holder has signed up for **Resort Charge** by indicating "agree" in the appropriate box for any particular individual listed, applicant/credit card holder acknowledges and accepts full responsibility and guarantees payment for all amounts charged by an individual listed, whether or not such use is authorized by applicant/credit card holder. Applicant agrees that the respective resort companies may pursue all avenues of collection, including the use of collection agencies and applicant authorizes the resort companies to prepare and submit charge slips using any of the charge cards listed on this application to recover all charges and other unpaid amounts due.

5. Season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS. I intend this document to be interpreted as broadly as permissible by New Hampshire and Maine law and understand that it is not intended to assert any claims or defenses prohibited by law.

6. I hereby grant permission to the Releasees to use my image(s), picture or other likeness(es), whether video, digital or print (collectively, "Image"), for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

I have carefully read, understood and accept the conditions of this important document. I agree that this is a Release of Liability which will legally prevent me, or any other person claiming through me from filing suit or making a claim for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the resorts and their facilities is being given to the undersigned participant(s) in exchange for the execution of this Release of Liability. I have made no misrepresentations to the Releasees regarding any information on this application. Further, I acknowledge and agree that all of the provisions of this Liability Release will be in force and survive throughout and after the 2010-11 winter season.

Applicant(s) must sign below.

_____	_____	_____	_____
Print Name	**Signature**	**Date**	**DOB**
_____	_____	_____	_____
Print Name	**Signature**	**Date**	**DOB**

For Pass Holders under 18 Years Of Age: As parent or guardian of the child named as Passholder (each, the "Child") I have authority to enter into this agreement on behalf of the Child. To the fullest extent allowed by law, I agree to **indemnify, defend and hold harmless** the Releasees for any and all claims whatsoever brought by the Child, and by any third party arising in connection with the Child. I acknowledge that I have read and understand this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.

_____	_____	_____	_____
Print Minor's Name	**Parent/Guardian Signature**	**Date**	**DOB**