

Purity Spring Resort, Inc. d/b/a King Pine Ski Area Tubing Release of Liability

Please fill in all information. Print as neatly as possible.

<i>Parent/Adult's Last Name</i>		<i>First</i>	
<i>Parent/Adult's Email:</i>			
<i>Child's Last & First Name:</i>			AGE:
<i>Child's Last & First Name:</i>			AGE:
<i>Child's Last & First Name:</i>			AGE:
<i>Child's Last & First Name:</i>			AGE:

I HEREBY RELEASE PURITY SPRING RESORT, INC. D/B/A KING PINE SKI AREA AND ITS OWNERS, AGENTS AND EMPLOYEES (HEREAFTER THE "RELEASEES"), FROM ANY AND ALL LIABILITY TO ME OR MY CHILDREN RESULTING FROM THE SKI AREA'S NEGLIGENCE, or any other person or cause. I understand that the RELEASEE'S are not responsible for the consequences of its own negligence, that is, its failure to use reasonable care in any way in the operation of the King Pine tubing operations, including its tubing lift and tubes. I acknowledge that I am freely and expressly assuming and accepting any risks of property damages, personal injury or death as the user of this equipment on my own behalf and on behalf of my minor children, as listed above.

I UNDERSTAND AND AM AWARE THAT SNOW TUBING IS A HAZARDOUS ACTIVITY. I understand that snow tubing and the use of snow tubes involves a risk of injury to any and all parts of my or my children's body. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity.

This agreement is governed by the laws of New Hampshire and any claims brought against Purity Spring Resort, Inc. d/b/a King Pine Ski Area must be brought in the state courts of Carroll County, New Hampshire. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that there have been no warranties, expressed or implied, which have been made to me beyond the information written on this form. I, the undersigned, acknowledge that I have read this agreement and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I or my children may have to sue the Ski Area for injuries, death or property damage.

PARTICIPANT'S SIGNATURE: _____ **DATE:** _____

For Participants under 18 Years of Age: As parent or guardian of the minor named as Participant above (the "Minor") I have authority to enter into this Liability Release on behalf of the Minor. To the fullest extent allowed by law, I AGREE TO release, indemnify, defend and hold harmless the RELEASEES for any claims whatsoever brought by the Minor, and by any third party arising in connection with the Minor. I acknowledge that I have read and understand this document and am signing it on behalf of the Minor, and that the Minor and I will be bound by all its terms. If I am not the parent or guardian of the Minor Participant named above, by my signature below, I nevertheless agree to this Liability Release and to indemnify, defend and hold harmless the RELEASEES for any liability resulting from any claim brought by the Minor or on their behalf.

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

Printed Name (Parent/Guardian): _____