



The Ghoulog Haunt

ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE AND AGREEMENT NOT TO SUE
(For use with Schools/Groups/Organizations)

Please read carefully before signing. This is a legal document and a release of legal rights

School/Group/Organization ("Group") acknowledges that:

- a. The Ghoulog Haunt and its related activities involve inherent and other risks of injury and death including but not limited to: continually changing weather and surface conditions, bare ground, ruts, bumps, banks, the use of lifts, various special effects, lighting, fog, intense sound, automation and trained performers specifically designed to scare participants, misuse or failure of the facilities or equipment and a multitude of other risks inherent in participating in The Ghoulog Haunt, and participants' use of the equipment and their presence on Cranmore Mountain Resort premises ("Premises") as well as collisions with other participants, or any of the props or equipment used in the production of The Ghoulog Haunt, injuries to any and all parts of the body, including sprains, strains, fractures and abrasions, dislocations, lacerations, being collided with by other participants and/or equipment, emotional trauma, or death;
b. there may be other risks not known to it or reasonably foreseeable at this time;
c. it has been given the opportunity and has been encouraged by CM Resort, LLC ("Resort") to inspect the facilities prior to signing this agreement;
d. having a Resort employee present does not lessen the amount or severity of the risks or hazards of these activities; and
e. the Group made a voluntary choice on behalf of its members to participate in these activities despite the risks.

In consideration of the terms of this agreement and the Resort's permission for the Group to participate in the The Ghoulog Haunt recreational activities, the Group and all of its members hereby:

- 1. assume any and all risks of injury, death and property damage arising from its and their participation in The Ghoulog Haunt, the Group's use of the lifts and other activities, and the Group's and its members' presence on the Premises;
2. agree not to bring a claim against or sue, on the Group's behalf and on behalf of its members, and agree to release and forever discharge the Resort, CMR Properties, LLC, their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively "Resort Parties"), from all liability for injury, death, property loss and damage that results from activities that are in any way related to its participation and/or the participation of its members in The Ghoulog Haunt, the use of the equipment, or is related to any other activity at the Premises including all liability that results from the negligence of the Resort Parties, or any other person or cause; and
3. agree to indemnify the Resort Parties from any and all losses, liabilities and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that arise out of the Group's participation in The Ghoulog Haunt, use of the equipment, or any other activities on the Premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage the Group or its members may cause.

This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of New Hampshire. It must interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. Exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Carroll County, New Hampshire or the federal courts of the District of New Hampshire and those courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all of its other parts will be given full force and effect. The Group understands that permission to use the Premises, its facilities, and equipment is being given to the Group and its members in exchange for signing this agreement. This agreement will survive and continue in force beyond the termination of the current Ghoulog Haunt season with respect to any liability, injury or damage occurring before termination.

If the undersigned did not have the authority to sign on behalf of the Group and its members, or if the undersigned is not the parent or legal guardian of any members of the Group who are minors, then the undersigned agrees, individually and on behalf of, and in his/her capacity as an employee/agent of the Group to indemnify the Resort Parties if any litigation is instituted as a result of any injury or death arising out of, relating to, or in any way connected with the Group members' or minor members' participation.

Signed by the undersigned duly authorized signatory on _____, 20__.

School/Group/Organization

By: _____
Print Name: _____
Title: _____, duly authorized