

**WILDCAT Mountain Ski Area Incorporated**  
**WINTER SPORTS SPECIAL EVENT -- CONDITIONS OF PARTICIPATION AND RELEASE OF LIABILITY**  
**100K DAY CHALLENGE**  
*(Please read carefully before signing)*

As a condition of participating in Wildcat's 100K Day Challenge (hereinafter "Event"), I, the Event Participant agree to the following conditions and release of liability:

1. I understand that all forms of skiing and snowboarding are hazardous with many dangers and risks, including but not limited to: variations in terrain, surface or subsurface snow, or ice conditions; bare spots, rocks, trees, stumps, and other forms of forest growth or debris; lift towers and components thereof (all of the foregoing whether above or below snow surface); poles, lines, snowmaking and grooming equipment; collision with other persons and collisions with all of the categories listed above including collision with a multitude of other man-made objects. I agree to assume all risks of injury, death, and property damage that may result from participation in alpine activities, and specifically for this Event.
2. I understand that NH law states that each participant in the sport of skiing and snowboarding "accepts as a matter of law, the dangers inherent in the sport, and to that extent may not maintain an action against the operator for any injuries which result from such inherent risks, dangers, or hazards," etc. See NH Statutes Section 225-A:24.
3. To the fullest extent allowed by law, I agree to release, hold harmless, indemnify and defend Wildcat Mountain Ski Area, Inc. (hereinafter "WMSA"), Make-A-Wish Foundation, and any organizers, volunteers, or sponsors of the Event, their owners, agents, employees, shops, landowners, officers, directors, or volunteers (hereinafter referred to collectively as "Releasees") from any and all liability for injury, death and property loss and damage that arises in any way from participation this Event, including all liability that results from the NEGLIGENCE OF THE RELEASEES, or any other person or cause. I understand that the Releasees are not responsible for their failure to use reasonable care in any way.
4. I agree a.) to visibly display the bib issued to me throughout the Event; b) to abide by the rules of the Event, including any further instructions issued during the Event c.) that this is NOT A RACE, and that I will abide by the guidelines issued under the SKIER'S RESPONSIBILITY CODE as found on WMSA's trail maps at all times.
5. I hereby certify that I am physically fit, and have sufficiently trained for my participation in this Event.
6. I hereby grant use of my name and/or image in any broadcast, photography or other account of this Event.
7. I further agree that any claim against the Releasees shall be governed by the laws of New Hampshire and shall be submitted to the jurisdiction of the State or Federal Courts in the State of New Hampshire and none other. 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.

In Case of Emergency: I, the Event Participant, authorize Wildcat Mountain personnel to contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Telephone#: \_\_\_\_\_.

I, the undersigned, have read and understand the above conditions of Participation and Release of Liability and agree to each of them by my signature below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Event Participant\*

\_\_\_\_\_  
Please Legibly Print Your Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Address

\*Participant Under 18 Years of Age: As parent/guardian signing this agreement on behalf of the minor, I acknowledge and agree that I have read the above release, and that by signing this release on behalf of the minor I and the minor agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's participation in skiing or snowboarding and said minor's participation in the Event and use of this ski area, and I agree to release and indemnify the releasees for any claim or suit arising out of said minor's participation in this Event, skiing or snowboarding or said minor's presence on this ski area's premises.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

BIB #: \_\_\_\_\_