

*New Winter Clubs Option 2009-10*  
***NORDIC SKIING at GUNSTOCK***

As a winter clubs choice, we would like to offer Nordic skiing at Gunstock to students in grades 3 through 12. If you would be interested in Nordic skiing, please fill out the forms in the ski packet, but write “NORDIC” on the rental and waiver forms. We need a minimum number of students to participate in the Nordic program, so it’s availability will depend upon how many students choose Nordic as a winter clubs program.

If you sign up for Nordic skiing, please be sure to fill out the winter clubs choice sheet when it is distributed at school. You will need to pick your 3 preferred activities (including Nordic skiing) in the case that we do not get enough students signed up to participate in the Nordic program at Gunstock.

The details of the Nordic program are below.

# **Gunstock *Nordic* Skiing 2009-10**

## **INFORMATION AT A GLANCE**

**DATES:** January 8, 15, 22, 29  
February 5

**TIME:** Friday afternoons  
leaving school at 12:00  
finished at Gunstock 4:30

**COST:** *These are totals for all five weeks.*

**Nordic** Lesson/Trail Use for Session....\$30  
**Nordic** Rental.....\$25

**TRANSPORTATION:** Grades 3-12 - school bus or van

**COMPLETE:** OUTREACH PARTICIPANT WAIVER  
RENTAL WAIVER AND AGREEMENT, if applicable

**One** form for each student and/or parent.  
Extra forms available at front office.

**Return completed**

**Outreach Participant Waiver  
Rental Waiver & Agreement**

**to school by Tuesday, Nov. 3, 2009**

**Payment** may accompany the form(s) or must be turned in by Friday, Dec. 4, 2009.  
Checks should be made payable to *Sant Bani School*.

Questions? Call Anne Dancewicz Helmers at 744-3049

## OUTREACH PARTICIPANT WAIVER

SCHOOL NAME: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ AGE: \_\_\_\_\_  
STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### RELEASE OF LIABILITY\*\*\* PLEASE READ CAREFULLY\*\*\*

**WARNING:** All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment, marked or lighted trail maintenance vehicles and snowmobiles, other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features including Freestyle Terrain; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely, in control or within their own ability.

I, the undersigned, hereby express my desire and approval for myself or my child's participation in the Learning Center Program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports instruction and activities and the use of Gunstock equipment, as well as the slopes, trails, Freestyle Terrain and related facilities, including ski lifts. I further acknowledge that participation in the program is voluntary and entirely at my risk and/or that of my child.

I understand that recreational and other activities involve inherent and other risks of **INJURY** and **DEATH**. I agree that having a resort employee present does not lessen the amount or severity of the risks or hazards of these activities.

I acknowledge that my child's involvement may include skiing, snowboarding, the use of Freestyle Terrain, lifts and participation in other recreational activities, and that these activities are **HAZARDOUS** and myself or my child have made a voluntary choice to participate in these activities despite the risks.

I hereby promise not to bring a claim against or sue, and **AGREE TO RELEASE** Gunstock Area, Gunstock Area Commission, the County of Belknap, their shops, employees, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, any equipment manufacturers and distributors, (collectively "Releasees"), from all liability for injury, death, property loss and/or damage that results from participation in recreational activities, that is in any way related to participation in the Learning Ctr. Program, the use of the equipment, or is related to any other activity at Gunstock including all liability that results from the **NEGLIGENCE OF Releasees, or any other person or cause.**

I further agree to **DEFEND, INDEMNIFY** and **HOLD HARMLESS** Releasees for any loss or damage arising from claims or lawsuits related in any way to myself or my child's participation in the program, use of the equipment, or any other activities on Releasees' premises. I understand that permission to use Releasees premises, and myself or my child's involvement in this program is being given in exchange for the execution of this Release of Liability.

I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child, at my expense. I agree that upon transporting my child, to any medical facility, clinic or hospital, that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability, attempt to notify me as soon as possible in the event of an emergency.

I hereby grant exclusive permission to Releasees and their respective agents, clients and assigns to use myself or my child's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

I acknowledge that this agreement is governed by the applicable laws of the State of New Hampshire. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the state or Federal courts of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY, OR MY CHILD'S LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

As parent/guardian of the above-named minor, I acknowledge that I am authorized to sign this agreement. I acknowledge and agree that I have read the foregoing release and that by signing this release I agree to be bound by its terms. I specifically agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Releasees as defined on this form for any claim, suit, expense or loss which arises out of the above-named minors participation in the Children's Program, or which arise out of the minor's presence on the Releasees premises.

DATE: \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_

Skier or Snowboarder (CIRCLE ONE)



SKI OR SNOWBOARD ABILITY LEVELS: (PLEASE CHECK APPROPRIATE LEVEL)

**MOUNTAIN MAGIC**

Appropriate for First time skiers and riders only.

**MOUNTAIN ADVENTURE**

Appropriate for guests who have been on snow before UP THROUGH those comfortable on Green Circle (easiest) or Blue Square (more difficult) terrain.

**MOUNTAIN EXCITEMENT**

Appropriate for guests who are comfortable on Blue Square (more difficult) or Black Diamond (most difficult) terrain in most conditions.

Complete only if  
renting equipment

# RENTAL WAIVER & AGREEMENT

Complete only if  
renting equipment

Student Name: \_\_\_\_\_ Age: \_\_\_\_\_ Parent/Guardian Name (If under 18): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Indicate which of the following services apply for this student:

Ski Rental  Snowboard Rental E-Mail Address: \_\_\_\_\_

### Withdrawal policy . . .

A prorated refund will be offered to participants withdrawing from the program only in the event of a proven injury or illness.

Please check one of the following SKIER TYPES \*: (Only for those renting skis)

**Type I Skiers:** Cautious skiing at lower visual indicator settings, prefer slow to moderate speeds, prefer gentle to moderate terrain, receive lower than average visual indicator settings. This may increase the risk of inadvertent binding release in order to increase the likelihood of release in a fall. Type I settings apply to entry-level skiers uncertain of their classification.

**Type II Skiers:** Moderate skiing at average visual indicator settings, prefer a variety speeds. Prefer varied terrain. Type 2 skiers are skiers who do not meet all the descriptions of Type I or Type 3 skier types.

**Type III Skiers:** Aggressive skiing at higher visual indicator settings, prefer fast speeds. Prefer steep terrain. Receive higher than average visual indicator settings. This may reduce the likelihood of release in a fall in order to decrease the risk of inadvertent binding release.

**Type I- Skiers:** For skiers who desire visual indicator settings lower than settings for a Type I skier.

**Type III+ Skiers:** For skiers who desire visual indicator settings higher than settings for a Type 3 skier.

PLEASE COMPLETE THE FOLLOWING:

Rental Choice	Shoe Size	Height	Weight	Stance (Foot Forward) (Left) Regular / Goofy (Right)	Male or Female	* SKIER TYPE	Helmet (optional) S, M, L, XL (\$5/wk additional)
Skis							
Snowboard							

### EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT:

I agree on behalf of myself or on behalf of the minor user I am representing to accept for use AS IS all equipment to be provided during the multi-week program, and I agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment provided under this form, but not returned to the shop. I agree all rental equipment will be returned by the agreed date.

I agree that either I, or an authorized designee, will execute the verification on the Rental Data form for each session. All user information I provide will be true and correct.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, skiboarding, and telemark skiing (collectively RECREATIONAL SNOW SPORTS), the binding systems will *not* ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sport of skiing, snowboarding, and other RECREATIONAL SNOWSPORTS involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from skiing/snowboarding use, participation in this multi-week program, or which relate in any way to the use of the equipment to be issued to the user.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS the Gunstock ski/snowboard shop, its owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment and their successors in interest (collectively PROVIDERS) from all liability for injury, death, property loss and damage which results from the equipment users participation in the sport of skiing/snowboarding, participation in this multi-week program, or is in any way related to the use of the equipment, including all liability that results from the *NEGLIGENCE OF PROVIDERS*, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of the equipment or participation in this multi-week program.

This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ THIS ENTIRE AGREEMENT, AND FULLY UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

Users Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Authorized Designee (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Phone Numbers: (Home): \_\_\_\_\_ (Work): \_\_\_\_\_