



WINTER / SKI

Season Pass Application Winter 2018-2019

PLEASE WRITE CLEARLY

Name (Last, First): _____

Adult Junior Senior Team (Please specify) _____

Date of Birth (mm/dd/yy): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____

Email Address: _____

Emergency Contact (Name & Phone Number): _____

Medical Information (Allergies, etc.): _____

*Season pass is valid at the Nordic skiing and snowshoeing trails operated at Pineland Farms in New Gloucester, Maine (the "Trails").

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING

I understand that the sports of skiing and snowshoeing (collectively, "Recreational Snow Sports") involve inherent and other risks of **PERSONAL INJURY (INCLUDING DISABILITY OR DEATH) and/or PROPERTY DAMAGE**. I **VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF PERSONAL INJURY (INCLUDING DISABILITY OR DEATH) and/or PROPERTY DAMAGE** that may result from any Recreational Snow Sports at any of the properties where the Trails are located (the "Properties").

I hereby **RELEASE** and agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Pineland Farms, Inc., and each and every entity that owns the Property, each and every entity that operates any of the Trails, all of the respective employees, owners, affiliates, agents, trustees, officers, and directors of each of the foregoing entities, and all of their respective successors in interest (collectively, the "Releasees"), from all liabilities and all claims for, or arising out of, any **PERSONAL INJURY (INCLUDING DISABILITY OR DEATH) AND/OR PROPERTY DAMAGE**, which result, directly or indirectly, from my participation in any Recreational Snow Sports at any of the Properties or which are related in any way to my use of the Trails, regardless of cause, including, without limitation, all liabilities and claims which arise out of, or which are alleged to arise out of, the **NEGLIGENCE** on the part of any of the Releasees, and also from all damages and legal fees that may be incurred by any of the Releasees.

This agreement is governed by the laws of the State of Maine and does not limit any other liability protection afforded to any Releasees under the laws of the State of Maine. Any claim or action shall be submitted only to the jurisdiction of the State or Federal courts within the State of Maine. 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 and I understand and agree to the terms of this Waiver, Release and Indemnification Agreement. I understand that this is a legally binding contract and that each and every person constituting one of the Releasees is expressly intended to be and is hereby made a third-party beneficiary of this agreement.

Signature of Season Pass Holder:	Date:
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I verify that I am the parent or guardian of the Season Pass Holder and that I have the authority to enter into this agreement. I have read, understood and agree to be bound by the terms of this Waiver, Release, and Indemnification Agreement. Furthermore, if any claim or action is brought in contravention of this agreement or that in any way relates to the Season Pass Holder's use of the Trails or participation in any Recreational Snow Sports at any of the Properties, regardless of cause, including any claims or actions arising out of or alleged to arise out of the **NEGLIGENCE** on the part of any of the Releasees, I hereby agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** each and every one of the Releasees from and against all such claims and actions, including all damages and legal fees that they may be incurred by any of the Releasees. I further **RELEASE** each and every one of the Releasees from all liabilities and all claims for, or in any way arising out of, any **PERSONAL INJURY (INCLUDING DISABILITY OR DEATH) and/or PROPERTY DAMAGE**, which result, directly or indirectly, from the Season Pass Holder's participation in any Recreational Snow Sports at any of the Properties or which are related in any way to the use of the Trails, regardless of cause, including, without limitation, all liabilities and claims which arise out of or are alleged to arise out of the **NEGLIGENCE** on the part of any of the Releasees. I acknowledge and agree that **each and every person constituting one of the Releasees is expressly intended to be and is hereby made a third-party beneficiary of this agreement.**

Signature of Parent/Guardian:	Date:
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