



## Cranmore Mountain Resort Childcare Center

### Release of Liability, Acknowledgement of Risks and Hazards and Agreement Not to Sue

I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Cranmore Mountain Resort, Inc. and its parent companies, owners, affiliates, employees, agents, officers, directors, contractors, volunteers and insurers (hereinafter referred to as the "Releasees"), for any and all loss or damage my child may sustain or cause to person or property while enrolled in the Childcare program. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of my child's participation in this program, regardless of whether such loss or damage be caused to my child or others.

I hereby agree to **RELEASE** and discharge the Releasees from any and all liability for any claims I might bring as a result of physical injury, death, or property damage sustained in connection with my child's use of the Releasees facilities, **INCLUDING CLAIMS BASED ON NEGLIGENT ACTS OR OMISSIONS, OR BREACH OF WARRANTY**. I understand that the Releasees are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way in the operation of the childcare center, resort and premises. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury or death, as the parent of the child enrolled in the childcare center.

Further, I authorize anyone working at childcare center to call for such medical care for the child, or to transport the child to the appropriate clinic or hospital if, in the opinion of anyone working at the childcare center, medical attention is needed for the child. This authorizes a licensed physician or other recognized first aid room staff member to carry out emergency medical care deemed necessary for the child in an emergency where normal permission is unavailable. I agree that upon transporting the child to any medical facility, clinic, or hospital that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall not have any further responsibility for the child. I agree to pay all costs associated with such medical care and related transportation for the child and **INDEMNIFY** and **HOLD HARMLESS** the Releasees from any costs incurred therein.

I agree that any claim that I may at any time bring for any reason against Releasees shall be submitted to the jurisdiction of the state or federal Courts in the State of New Hampshire and no other jurisdiction, and shall be governed by New Hampshire law. I further agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. I consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of childcare center or Releasees.

I have read the above paragraphs and fully understand them. I understand that this is a **RELEASE OF LIABILITY**, which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand and agree that I must stay on the premises of Cranmore Mountain Resort at all times, while my child is enrolled in the childcare center.

As a parent/guardian of the minor named below, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the foregoing release, and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby 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 below-named minor's participation in the childcare center or its programs or which arises out of the minor's presence on the Releasees premises.

\_\_\_\_\_  
Child's Name (Please print)

\_\_\_\_\_  
Child's Date of Birth

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Name (Please print)