



SKI | TUBE | RIDE

PO Box 240, 308 HOWE HILL ROAD \* GREENWOOD, ME 04255 \* (207) 875-5000 \* (F) 207 875 5006  
WWW.MTABRAM.COM \* MTABRAM@SKIMTABRAM.COM

**MT ABRAM FAMILY RESORT, LLC  
WARNING, EXPRESS ACCEPTANCE OF RISKS, AGREEMENT NOT TO SUE, and  
INDEMNIFICATION, RELEASE OF LIABILITY and FORUM SELECTION AGREEMENT  
PLEASE READ CAREFULLY BEFORE SIGNING**

**WARNING:** All forms of skiing, snowboarding and other alpine activities, including the use of lifts, and the use of specialized terrain park elements, are hazardous. Falls and injuries are a common occurrence, therefore requiring the deliberate and conscious control of your physical body through proper use of equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of the terrain. Ski, ride or tube only within your own ability and be cautious and concerned for others around you at all times. SKI AWARE and KNOW THE CODE:

“YOUR RESPONSIBILITY CODE” - National Ski Areas Association

1. Always stay in control, and be able to stop or avoid people and objects.
2. People ahead of you have the right of way; it is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

I, the undersigned, for myself and/or for a minor child or children for whom I am legally responsible in this matter, desire to be permitted to use the ski area premises as a season pass holder, and/or desire to participate in tubing and/or ski or snowboard lessons, and agree and understand that these recreational activities, and the use of the tramways/lifts associated with them, may be hazardous to the participant, regardless of all feasible safety measures that may be taken. Hereinafter the use of “I”, “my” or “me” in this agreement shall be construed to include or refer to the minor participant(s) named below, as applicable, whether explicitly stated or not. In consideration of my participation in any or all of these activities, I accept, as a matter of law, all risks inherent therein (including, without limitation, injury, death or property damage).

I hereby release, hold harmless, and agree to indemnify, and promise not to bring or maintain an action against Mt. Abram Family Resort, LLC, and its owners, representatives, affiliates, officers, managers, directors, servants, lessors, agents and employees, successors and assigns (collectively “MAFR”) for all liability for any injuries, damages, claims or actions, in law or in equity, and from any and all claims by me, my estate, my family, heirs and /or assigns, arising in any way, directly or indirectly, from my participation in recreational activities at Mt. Abram, whether such loss or damage may be caused to or by me (or the participant) or to or by others. The above release and agreement not to maintain an action or seek recovery includes, but is not limited to, any claims of negligent operation, design or maintenance of the Mt. Abram ski area including without limitation the negligent design, construction, operation or maintenance of a passenger tramway, lifts, tubes, trolleys, slopes, terrain park elements or other facilities or equipment. I further accept for myself and those for whom I am parent or guardian full responsibility for any injury or damage of any kind that may result from our participation in winter sports at Mt. Abram.

I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury or death as the user of this equipment and facility. I agree that there have been no warranties, expressed or implied, which have been made to me beyond the information written on this form. I acknowledge that I have read this entire document and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue MAFR and I agree not to pursue or threaten to pursue any such action or otherwise seek to recover from MAFR. I represent and warrant that the participant(s) is (are) in good health and has no physical conditions that would prevent them from advisedly participating in the aforementioned activities.

I further authorize anyone working or volunteering at Mt. Abram to call for medical care for me (or participant) and to call for transportation to the appropriate clinic or hospital if, in their opinion, medical attention is needed. I agree that calling for such medical care shall not create an assumption of any responsibility for the injuries incurred or for the provision of medical care. I authorize the attending physician or emergency medical personnel to administer any necessary medical attention deemed appropriate by them. I agree to pay all medical costs associated with such medical care and related transportation and agree to indemnify and hold harmless MAFR of any liability, cost, expense or damage incurred therein.

I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and MAFR, INCLUDING ANY CLAIMS FOR PERSONAL INJURY AND/OR DEATH, WILL BE GOVERNED BY THE LAWS OF THE STATE OF MAINE and exclusive jurisdiction thereof will be in the state court residing in Oxford County, Maine, or the federal courts of the State of Maine, unless MAFR agrees otherwise expressly in writing.

In the event that any section of this Agreement is found to be unenforceable, the remaining terms shall remain fully enforceable. This Agreement shall be binding to the fullest extent permitted by law. This agreement shall be binding upon my assignees, heirs, next-of-kin, executors, personal representatives, subrogors, and administrators and may be pled by MAFR as a complete bar and defense against any and all claims, demands, actions or causes of action by or on behalf of myself.

I agree to visibly display my season pass or lift ticket when boarding lifts, to present the season pass to any authorized representative or management upon request, and to refrain from misconduct or reckless skiing, riding, tubing, or other activities, acknowledging that my season pass or lift ticket may be revoked without refund.

TUBING: I understand and am aware that snow tubing is a HAZARDOUS ACTIVITY, involving a risk of injury. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity. I agree to abide by all cautionary rules and procedures of the facility, whether communicated to me in writing, by signage or verbally, and accept for use 'as is' the tubing equipment provided to me and accept full responsibility for its care while in my possession.

LESSONS/LIFTS/TROLLEYS: I am aware that children, while participating in group or semi-private lessons, may ride the chairlift with a ski instructor, other children, the general public, or by themselves, and may ride the trolley providing transportation between areas at the mountain, and I hereby authorize all such transportation and expressly include that activity in all aspects of this agreement.

PARENTS/GUARDIANS: As a parent or guardian with legal responsibility for the minor participant(s) named below, I represent that I am authorized to sign this agreement for the minor child(ren).

BY SIGNING THIS DOCUMENT I ACKNOWLEDGE AND AGREE TO THE FOREGOING FOR MYSELF INDIVIDUALLY OR FOR THE MINOR PARTICIPANT(S):

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by:

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

For myself and as parent or guardian for the following minor child(ren):

\_\_\_\_\_ Age: \_\_\_\_\_  
Print name above

\_\_\_\_\_ Age: \_\_\_\_\_  
Print name above

\_\_\_\_\_ Age: \_\_\_\_\_  
Print name above

\_\_\_\_\_ Age: \_\_\_\_\_  
Print name above

\_\_\_\_\_ Age: \_\_\_\_\_  
Print name above

EMERGENCY CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Relationship of contact person to participant(s): \_\_\_\_\_

Please complete the following if you have not already done so on a pass or program application form:

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Cell or local phone if applicable: \_\_\_\_\_