



Dear Lyme Resident,

Since 1956, as a courtesy to the Town of Lyme, Dartmouth Skiway has provided skiing and riding privileges to the children of Lyme, NH. Dartmouth Skiway looks forward to hosting the children of Lyme for another enjoyable season of skiing and riding.

Eligibility as stated in the Skiway's July 30<sup>th</sup>, 2014, letter signed and acknowledged by Lyme's Board of Selectmen: "...**'children'** are those living in Lyme and registered as a student, up to the later of their reaching 18 or graduating from a college undergraduate program. In no event shall a college student be eligible for a complimentary pass upon reaching the age of 22. Regardless of the location of the educational institution or program, the student must reside in Lyme in order to be eligible for the ski pass.....".

**Identification and/or proof of residency may be required for your child(ren) to participate in the pass program.** Skiway Management reserves the discretion to issue, not issue or revoke any pass at any time, and that decision will be final.

- There is a \$10 administrative and processing fee for each Lyme pass issued.
- Each season, **a printed original completed and signed RELEASE OF LIABILITY is required.**
- Cash or Check ONLY, please. Checks payable to 'Dartmouth Skiway'. Payment may be mailed-in or dropped off with payment. Sorry, no credit cards.
- Application forms and payment are due by 3 pm on November 24, 2018.
- Processing AFTER November 24th will incur a \$35 processing fee, unless arrangements have been made with Skiway Management that date.
- First-time participants are required to have pass photos taken at the Skiway *before* their passes can be issued. Prior participants' photos will be re-taken as the Skiway feels it is necessary.
- Please pick up your pass(es) no later than December 24 may save you from waiting in long line.

**The Skiway will be open for equipment leases and pass distribution starting November 20, 2018, 9 am to 4:00 pm.** The Skiway will be closed on Thanksgiving Day. Please visit our website for information on hours and much more, [dartmouthskiway.com](http://dartmouthskiway.com).

*Please DO NOT FORGET YOUR PASS!!*

**The first time you forget your pass we will issue you a pass at no charge. After the first time there will be a \$5 fee each time you forget your pass. If you lose your pass there will be a \$10 re-issue fee.**

**Please remember, the Skiway Lodge closes at 4:30 pm in-season. If your children are skiing or riding with us, please arrange to have them picked-up by 4:30.**

If you have any questions, please contact the Skiway at 795-2143. Thinking Snow!

***Application Deadline, 3 pm, November 24, 2018***

**PLEASE, print and return ONLY this and the next page to the Skiway, double sided is fine.**

*Dartmouth Skiway, PO Box 161, 39 Grafton Tpke, Lyme Center, NH 03769*

### Dartmouth Skiway Lyme Child Pass Application and Release of Liability

**Application Deadline, 3 pm, November 24, 2018**

Late fees **(\$35 per pass)** will apply after the deadline unless prior arrangements are made.

**Identification and residency verification are required to participate in the pass program.**

Lyme residence address: \_\_\_\_\_

#### Parent/Legal Guardian Contact Information

Name \_\_\_\_\_

Email Address : \_\_\_\_\_

Home Phone \_\_\_\_\_ - \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Emergency phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_

#### Lyme Child Passholder Information

Child's Name \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ School? \_\_\_\_\_

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Child's Name \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ School? \_\_\_\_\_

The \$10 per pass administrative and processing payment may be mailed-in, check payable to "Dartmouth Skiway", or dropped off with payment, cash or check. Sorry, no credit cards.

### **RELEASE OF LIABILITY FOR LYME CHILD SEASON PASSES**

**As a condition of obtaining a Dartmouth Skiway Season Pass, each passholder over age 18 will be required to sign, and each minor passholder over age 12 will be asked to sign, the below Release of Liability.**

**If a passholder is under age 18, this Release of Liability must be signed by a parent or legal guardian of the minor passholder. Proof of age or legal guardianship may be required.**

As the purchaser and/or holder of a season pass to the Dartmouth Skiway, or the purchaser/user's parent or legal guardian, as applicable (hereafter "Releasors"), the individual(s) named below expressly acknowledge that winter sports such as skiing and snowboarding are hazardous activities, that falls and collisions are common, that snowmaking and/or vehicular traffic may be encountered at any time, that personal injury, property damage, or death can result. By signing below, Releasors acknowledge and agree that participation in such activities is voluntary, that they understand and freely accept the above-mentioned and any other risks of participation in winter sports, including without limitation personal injury, property damage, and death. **AS A CONDITION OF PASSHOLDER BEING ALLOWED TO USE THE DARTMOUTH SKIWAY, RELEASORS HEREBY EXPRESSLY RELEASE TRUSTEES OF DARTMOUTH COLLEGE (INCLUDING WITHOUT LIMITATION THE DARTMOUTH SKIWAY), AND ITS TRUSTEES, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS (HEREAFTER "RELEASEES") FROM ANY AND ALL LIABILITY OF ANY TYPE, WHETHER RESULTING FROM NEGLIGENCE OR FROM ANY OTHER CAUSE, WHICH MAY ARISE FROM ANY CONDITIONS ON OR ABOUT THE PREMISES, FACILITY OPERATION, OR SKIWAY ACTIVITIES, OR FROM PARTICIPATION BY ANY RELEASOR IN**

**SKIING, SNOWBOARDING, OR ANY OTHER USE OF THE SKIWAY PREMISES. RELEASEES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE SKIWAY PREMISES. RELEASORS AGREE TO ACCEPT THE ABSOLUTE AND FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES OR INJURY OF ANY KIND, FROM ANY CAUSE.**

Releasors further agree to defend, indemnify, and hold harmless Releasees from and against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification hereunder, as well as any costs of pursuing or defending against any insurance providers (“Losses”), which may be incurred by any Releasee arising out of or resulting from any conditions on or about the premises, facility operation, or Skiway activities, or from Releasors’ participation in skiing, snowboarding, or any other use of the premises. In addition, if passholder is a minor, the below-named parent or legal guardian agrees to defend, indemnify, and hold harmless Releasees from and against any Losses relating to any claims made against Releasees by the passholder after passholder reaches the age of majority.

This Release of Liability is binding on Releasors, their heirs, successors and assigns, and shall inure to the benefit of Releasees and their successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed exclusively in accordance with the laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction). Any claim or cause of action arising hereunder may be brought only in New Hampshire state court located in Grafton County or the United States Federal District Court located in Concord, New Hampshire, and by signing below Releasors hereby consent to the exclusive jurisdiction of such courts. This Release of Liability will supersede any previous agreements, either oral or written, between Releasors and Releasees with respect to the subject matter hereof.

Releasors further give Trustees of Dartmouth College permission to use their likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on the Dartmouth Skiway premises for any purpose, with or without their names, including without limitation in publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including on the internet.

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**BY SIGNING BELOW, I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PASSHOLDER(S) NAMED BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE OF LIABILITY AND AGREE THAT BOTH THE MINOR PASSHOLDER(S) AND I SHALL BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**

_____	_____	_____
Printed Name of Parent or Legal Guardian	Signature	Date
_____	_____	_____
Printed Name of Minor Passholder	Signature (if 12 or older)	Date
_____	_____	_____
Printed Name of Minor Passholder	Signature (if 12 or older)	Date
_____	_____	_____
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_____	_____	_____
Printed Name of Minor Passholder	Signature (if 12 or older)	Date

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**\*\*\*Season Passes are non-refundable and non-transferrable\*\*\***

**Reckless skiing will result in a loss of lift privileges. Season Passes may be revoked by the management at any time without refund and are non-transferable. Theft of Services is a crime under NH RSA 637:8.**

The use of an ASTM-certified winter sports helmet is recommended and is available at the Skiway rental shop -visit <https://www.cdc.gov/headsup/helmets/index.html> or <http://www.lidsonkids.org/> for more information.

**“KNOW YOUR RESPONSIBILITY CODE”**