



Northside at Taos Ski Valley, Inc.
 PO Box 400 • Taos Ski Valley, NM 87525
 575-776-3233 phone & fax
 www.RideNorthside.com

2010 NORTHSIDE LIMITED ACCESS PERMIT APPLICATION - DAILY & WEEKLY
 (rates valid through 12/2010)

(Please print legibly)

Today's Date _____

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____

E-mail Address _____

Check type of permit: **Mountain Biking** (mid-June to mid-October) **Hiking & Snowshoeing** (open full year)
 Daily Access Permit: \$10 Daily Access Permit: \$5
 Weekly Access Permit: \$30 Weekly Access Permit: \$25

Kids under age 10 are FREE. For groups or families of 6 or more, please call 575-776-3233 for special pricing.

WE REQUIRE THE USE OF HELMETS & EYE PROTECTION FOR ALL MOUNTAIN BIKE ACTIVITIES.

INSTRUCTIONS: Please fill out this application (one per person), read the rules on back and sign and date in the places provided. Tear off the yellow copy and keep it with you at all times while you are within the Northside property boundary, as depicted on the trail map. Place the white copy and your payment in the envelope provided and drop in the blue box. Take a trail map and enjoy!

Payment Type (circle one) Cash Check# _____ **Total Amount Enclosed: \$** _____

FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
BETWEEN NORTHSIDE AT TAOS SKI VALLEY, INC. AND ITS LIMITED ACCESS PERMIT HOLDERS
(SOMETIMES REFERRED TO "NTSV RELEASE")

In exchange for and in consideration of Northside at Taos Ski Valley, Inc. herein "NTSV", issuing a nontransferable access permit to me and making the recreation area, within the NTSV boundaries as depicted on the trail map, available to me for participation in mountain biking, hiking and snowshoeing, and recognizing that I may decline its permit and choose to mountain bike, hike and snowshoe elsewhere, **I HEREBY FREELY, FULLY AND WITHOUT RESERVATION CONTRACT AND AGREE TO ABIDE BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS UPON THE PURCHASE AND SALE OF MY PERMIT:**

I UNDERSTAND, ACKNOWLEDGE AND AGREE that mountain biking, hiking, snowshoeing and any related activities can be **EXTREMELY HAZARDOUS** activities because of many reasons, including: (i) natural and manmade obstacles, (ii) stumps, forest growth and debris and rocks, (iii) and other hazards and (iv) other mountain bikers, hikers, snowshoers, horseback riders and motorized vehicles on the mountain. Falls and collisions with obstacles and other mountain bikers, hikers and snowshoers, horseback riders and motorized vehicles do occur. Trail and road conditions, including bare spots, bumps, vary constantly because of terrain, weather changes and mountain biker and hiker use.

I have made a **VOLUNTARY CHOICE** to mountain bike, hike and snowshoe and/or participate in related activities **DESPITE THE RISKS** that they present, and I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my participation in mountain biking, hiking and snowshoeing and related activities within the depicted boundaries of NTSV as depicted on the trail map.

I ACKNOWLEDGE, UNDERSTAND AND AGREE TO COMPLY WITH AND BE BOUND BY all federal, state, county, municipal and other applicable statutes, laws, ordinances, rules and regulations, including the NTSV Passholder Rules (referred to as "NTSV Rules")

I RELEASE FROM LIABILITY AND PROMISE NOT TO SUE NTSV AND AGREE TO INDEMNIFY AND HOLD IT HARMLESS from any claim or legal action against it or its representatives, agents, officers, directors and employees for any damage, injury or death to me or to any person or property, **WHETHER CAUSED BY THE NEGLIGENCE OF PATTISONS OR PATTISON TRUST OR LESSEES OR PERMITTEES OR AFFILIATES THEREOF OR NTSV (Collectively "The Releasees") OR FOR ANY OTHER REASON.**

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS NTSV, its representatives, agents, officers, directors and employees, of and from any claim, legal action, harm, injury, damage or loss to person and/or property, made on behalf of myself or from **THIRD PARTIES** injured by me, including but not limited to attorney's fees and costs.

I CONTRACTUALLY AGREE that any and all disputes between me and NTSV arising from participation in the sports of mountain biking, hiking, snowshoeing or any related activities, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO.**

I ACKNOWLEDGE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, that I **AM SIGNING IT FREELY AND OF MY OWN ACCORD** and recognize and agree that **IT IS BINDING UPON ME, AND MY HEIRS AND ASSIGNS.** I **AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS. I AM AWARE THAT BY SIGNING THIS CONTRACT I AM RELEASING MY LEGAL RIGHTS.** **THIS IS A LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING.**

I acknowledge and agree that any photographs or videos taken of me and/or my child while within the boundaries of NTSV as depicted on the trail map may be used for promotional purposes.

I HAVE READ AND I UNDERSTAND the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING UPON ME, AND MY HEIRS AND ASSIGNS. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS. I AM AWARE THAT BY SIGNING THIS CONTRACT I AM RELEASING MY LEGAL RIGHTS.** **THIS IS A LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING.**

I HAVE READ ALL THE RULES ON THE REVERSE SIDE OF THIS FORM, AND AGREE WITH ALL THE RULES AND AGREE TO ABIDE BY ALL THE RULES AT ALL TIMES.

SIGNATURE _____ DATE _____

PRINT NAME _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (under the age of 18)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these activities as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES,** to the fullest extent permitted by law.

SIGNATURE _____ DATE _____

PRINT PARENT OR GUARDIAN'S NAME _____

PRINT MINOR'S NAME _____ AGE _____

THANK YOU FOR YOUR SUPPORT!