ACTIVITY REGISTRATION & RELEASE OF LIABILITY

PARTICIPANT NAME (PLEASE PRINT) | BIRTH DATE | M/F GENDER

HOME ADDRESS CITY STATE ZIP CODE ( ) PHONE NUMBER

_____I, the undersigned, hereby represent that I am at least 18 years of age.

I, the undersigned, hereby represent that I am at least 18 years of age, and am the parent and/or guardian of _____ (hereinafter referred to as "child").

For myself and my child, I agree and understand that climbing, hiking, biking, flyfishing, skiing, mountain scooter riding, walking and other outdoor activities are **HAZARDOUS ACTIVITIES,** which may result in injury to myself or my child during participation in the activities named above (hereinafter referred to as the **ACTIVITY**). The categories of such risks, hazards or dangers which we assume as a matter of law include, but are not limited to: variations in weather, terrain surface or subsurface ground, snow or ice conditions, ruts, bumps, rocks, trees, stumps, roots, and other forms of forest growth or debris, lighting variations during nighttime activities, collisions with other participants, other persons or any of the categories included in this release.

For myself and child, I agree to release, forever indemnify, defend, and hold harmless CNL Income Bretton Woods, LLC, CNL BW TRS Corp., Omni Hotels Management Corporation, and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (hereinafter referred to collectively as "RELEASEES") for any and all loss or damage to myself or to my child or my child's property resulting from the RELEASEES' ACTS OF NEGLIGENCE. 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, including but not limited to the following: in the operation and maintenance of the resort, the design, maintenance, lighting and labeling of trails; the selection, adjustment and maintenance of climbing, hiking, biking, flyfishing, skiing, mountain scooter riding, and walking equipment; the supervision and training of all instructors; and the supervision and transportation of the **ACTIVITY** participants. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's participation in this **ACTIVITY**.

For myself and my child, I agree to release, indemnify, defend, and hold harmless the **RELEASEES** for any and all loss or damage myself or my child may cause to persons or property while engaged in the **ACTIVITY**. 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 use of the resort or these activities.

Further, I authorize anyone working at the **ACTIVITY** to call for such medical care for myself or my child or to transport myself or my child to the appropriate clinic or hospital, if in the opinion of anyone working at the **ACTIVITY**, medical attention is needed for myself or my child. This authorizes a licensed healthcare provider or other first aid provider to carry out emergency medical care deemed necessary for myself or my child in an emergency where normal permission is unavailable. I agree that upon transporting myself or my child to any medical facility, clinic, or hospital, that the responsibility of **RELEASEES** shall be complete and **RELEASEES** shall not have any further responsibility for myself or my child. I agree to pay all costs associated with such medical care and related transportation for myself or my child and indemnify and hold **RELEASEES** harmless from any costs incurred therein.

Further, full permission is hereby given to use any photographs or video of myself or my child taken during their participation in the **ACTIVITY** for any purpose in promoting **RELEASEES.**

This agreement is governed by the applicable laws of New Hampshire. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.

SIGNATURE OF PARTICIPANT | PARTICIPANT'S PRINTED NAME | DATE

Participants Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above release and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to release from liability, forever discharge, indemnify and hold harmless RELEASEES for any claim or suit arising out of said minor's participation in these activities.

SIGNATURE OF PARENT OR GUARDIAN | DATE