



Northside at Taos Ski Valley, LLC
 PO Box 400 • Taos Ski Valley, NM 87525
 575-770-9370 phone
 www.RideNorthside.com

Application # (for office use only)

NORTHSIDE LIMITED ACCESS PERMIT APPLICATION

(Please print legibly)

Today's Date _____

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Cell Phone _____ Alternate Phone _____

E-mail Address _____

- Check type of permit:**
- | | |
|---|---|
| <input type="checkbox"/> Mountain Biking (thru Sept. 30, 2019) | <input type="checkbox"/> Hiking & Trail Running (thru Sept. 30, 2019) |
| <input type="checkbox"/> Daily Access Permit: \$10 | <input type="checkbox"/> Daily Access Permit: \$10 |
| <input type="checkbox"/> Seasonal Access Permit: \$40 | <input type="checkbox"/> Seasonal Access Permit: \$40 |
| <input type="checkbox"/> Purchase BOTH Mountain Biking and Hiking permits (Combo) at the same time for only \$60 | |

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

Kids 10 and under are FREE with names added to the bottom section. Age 11 thru 17 can be added below with additional fees paid. Combine all these fees with this application in one envelope.

ADDED INSTRUCTIONS for Seasonal Applications: If purchasing at the trail kiosk, visitor's center, or by mail, please fill out this application form as per the instructions above and a permit card and map will be mailed to you. Until you receive your permit card, carry the yellow copy with you at all times you are within the Northside property boundary. Trail maps are also provided at the trailhead kiosk.

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

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

In exchange for and in consideration of Northside at Taos Ski Valley, LLC herein "NTSV", issuing a nontransferable access permit to me and making the recreation area, within the NTSV boundaries, available to me for participation in mountain biking, hiking, snowshoeing and trail running, and recognizing that I may decline its permit and choose to mountain bike, hike, snowshoe and trail run 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, AND ALL THE RULES ON THE REVERSE SIDE:

I UNDERSTAND, ACKNOWLEDGE AND AGREE that mountain biking, hiking, snowshoeing, trail running 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, trail runners, horseback riders and motorized vehicles on the mountain. Falls and collisions with obstacles and other mountain bikers, hikers, snowshoers, trail runners, horseback riders and motorized vehicles can occur. Trail and road conditions, including bare spots, bumps, vary constantly because of terrain, weather changes and mountain biker, hiker and foot travel use.

I have made a **VOLUNTARY CHOICE** to mountain bike, hike, snowshoe, trail run and/or ride the shuttle, 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, snowshoeing, trail running and/or shuttling, and/or related activities within the boundaries of NTSV, or wherever the shuttle may pick me up or take me.

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") on the reverse side.

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 TAOS LAND & CATTLE I, LLC 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, TAOS LAND & CATTLE I, LLC,** 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, trail running and/or shuttling, and/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,** and in the event that I am signing it on behalf of any minors, I have the full legal authority to do so, and realize the binding effect of this contract on them, as well as on me.

I acknowledge and agree that any photographs or videos taken of me and/or my child while within the boundaries of NTSV 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, my heirs, 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(S) _____ AGE _____

_____ AGE _____

_____ AGE _____

THANK YOU FOR YOUR SUPPORT!