



ADVENTURE PARK RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS AND HAZARDS AND AGREEMENT NOT TO SUE

Participant (Please Print) _____ DOB _____

Address: _____ City: _____ State _____ Zip _____

Email _____ Phone _____

1. WARNING: All forms of recreational activities and the use of aerial lifts are HAZARDOUS. I understand that the use of and/or participation in Gunstock Mountain Resort's (Gunstock) aerial lifts, Aerial Treetop Adventure Course, Zip Tour, Segway Tour, Mountain Coaster, Scenic Chairlift Ride, Bungee Jumper, Climb-n-Challenge, slacklines, paddle boats/boards, kayaks, canoes, float tubes, rock wall climbing wall, mobile stunt jump, urban kid, rope tower, climbing boulder, mini pump track, cycling, hiking and other summer recreational activities and use of their associated equipment and facilities are HAZARDOUS. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain.
2. I understand that participating in the Aerial Treetop Adventure Course (ATA), Zip Tour, Segway Tour, and the use of ziplines, other treetop tour attractions and their associated equipment and facilities, as well as my presence on the premises, are HAZARDOUS ACTIVITIES and I understand that my participation in these activities involves risk of INJURY to any and all parts of my body and/or DEATH. I understand that there are numerous risks and dangers inherent in these activities, including but not limited to: unevenness of the ground surface which contains rocks, tall and slippery grass, falling branches, bumps and ruts, the steepness of the terrain, the design and configuration of the ATA, Zip Tour, Segway facilities and other recreational activities, slipping or falling from elevated platforms, falling from or with the Segway Personal Transporter ("Segway PT"), climbing staircases, rope lines and other treetop tour attractions, using aerial lifts and conveyances, impacting objects or being impacted by objects or other participants or the ground, equipment malfunction, equipment misuse by either the participant or other participants, or employees of Gunstock. There are also natural, mechanical and environmental conditions and risks, associated with ATA, Zip Tour, Segway activities and other recreational activities, which independently or in combination with my actions or omissions, or the actions or omissions of others may cause severe or even fatal injuries to me, or others. I agree that I alone am responsible for my safety while participating in these activities. I understand that having a Gunstock employee present does not lessen the amount or severity of the risks of participating in the ATA, Zip Tour, Segway Tour and other recreational activities. I understand that Gunstock is not responsible for my safety. I understand and accept that minor injuries may become life-threatening emergencies when alone or far away from others or convenient facilities.
3. I understand that Adventure Park activities require balance, agility, focus and strength in varying degrees as one proceeds through the course. I understand that if I lack the physical strength and/or dexterity to participate in the ATA course, Zip Tour, or Segway Tour, I am putting myself and others at risk for injury. I agree that if it is determined by a staff member that I am unfit to continue participation in the course or tour because I lack the physical strength and/or dexterity to complete the course or tour, or I am not following instructions or for any other reason, I will be asked to leave the course or tour and I will not be entitled to a refund of fees paid.
4. I understand when using the ATA course that the safety lines that will be attached to my harness are approximately 28" long and if I were to lose my footing along the course, I could fall the length of the safety line. I understand that if I fall and am unable to easily get back on the course, I will call for help and wait for a staff member to assist me in my descent from the course.
5. I understand that if I participate in the ATA course, I understand and agree that I am within the height, weight and age restrictions in order to participate: Explorer Course –Minimum Height: 4'7" to fingertips, Ages: 6 – 11, Adult Courses – Minimum Height: 5'11" to fingertips, Weight: \leq 250 lbs. and Ages 12 years and older.
6. I understand that if I participate in the Zip Tour, I certify that I am within the height, weight and age restrictions to participate and that I have had an opportunity to confirm so. Height: \geq 4' and \leq 6'8", Weight: \geq 50 lbs. and \leq 260 lbs. and Ages: 10 years and older.
7. I understand that if I participate in the Segway Tour, I certify that I am within the weight and age restrictions to participate and that I have had an opportunity to confirm so. Weight \geq 100 lbs. and \leq 250 lbs., and ages 14 years or older and be able to stand and balance on the Segway PT by myself. Expectant mothers should not ride.
8. If I participate in any of the activities listed in paragraph 1 above, I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in any of the listed activities.

9. I understand that these HAZARDOUS ACTIVITIES involve risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in these HAZARDOUS ACTIVITIES. I understand that Gunstock is not responsible for my safety. I further acknowledge that becoming airborne while using some of these summer recreational activities is a common and ordinary occurrence and may constitute additional risk of serious INJURY and/or DEATH.
10. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these HAZARDOUS ACTIVITIES or related activities, or while present on Gunstock premises, and I AGREE TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Gunstock Area Commission d/b/a Gunstock Mountain Resort, County of Belknap, New Hampshire, their parents, subsidiaries, affiliated and successor entities, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors (hereinafter "RELEASEES") FROM ANY AND ALL LIABILITY for losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these HAZARDOUS ACTIVITIES, related activities, or my use of the Gunstock trail system, any equipment, or Gunstock premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
11. 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.
12. I accept for use AS IS any equipment provided by Gunstock and accept full responsibility for care of the equipment while it is in my possession. I will be responsible for replacement, at full retail value, of any equipment rented under this form but not returned. I agree to return all rental equipment by the agreed time in good condition to avoid any additional charges.
13. I realize that it is MANDATORY that I wear a HELMET at all times while participating in the Zip Tour, when using bikes and/or a Segway PT. I understand that the helmet provided is to protect against certain injuries but is not able to protect against all injuries and I agree to wear it at all times when I am participating in the activity. I realize that it is mandatory to have a PFD ("life jacket") for all occupants on board and that children 12 years and under must WEAR a PFD while using paddle boats, paddle boards, kayaks, float tubes, and canoes. I further agree and understand that this equipment does NOT ELIMINATE THE RISK of injury.
14. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the RELEASEES, shall be submitted to the jurisdiction of the state or federal courts of New Hampshire and that no claims against the RELEASEES shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
15. I authorize and consent to the use by RELEASEES of any images (still or video) of me or my children for commercial or promotional purposes or otherwise without compensation and without restriction as to frequency, duration or medium.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO BOTH PAGES OF THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY OR MY CHILD'S LEGAL RIGHTS AND WILL LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT OR MAKING ANY OTHER CLAIMS FOR DAMAGES IN THE EVENT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. I FREELY AND VOLUNTARILY ENTER INTO THIS AGREEMENT. I INTEND THIS DOCUMENT TO BE INTERPRETED AS BROADLY AS PERMISSIBLE BY NEW HAMPSHIRE LAW AND UNDERTAND THAT IT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES PROHIBITED BY LAW.

Signature (Participant)_____ Date: _____

As a parent/guardian of the minor named above, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the foregoing release and by signing this release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS Releasees for any claim, suit, expense or loss which arises out of the above-named minor's participation in the recreational activities described on this form or which arises out of the minor's presence on the Releasees' premises.

Signature (Parent/Guardian): _____ Date: _____