

MOUNTAIN ADVENTURES
RELEASE & ASSUMPTION OF RISK AGREEMENT

NAME: _____ DATE: _____
Please Print Date

ADDRESS: _____
Street City State Zip

E-MAIL: _____

GROUP NAME (if applicable): _____

NOTICE OF RISK

I, the undersigned, do hereby understand and agree that the recreational activities including, but not limited to, The Woods Challenge Course, Canopy Crawl, Alpine Traverse, Switchback Tower, Giants Staircase, OGO, The Tree House Zip-Lines, The Sky Lift Ride, The Surface Lift, Bumper Boats, Cedar Maze, and Trail Hiking, contain inherent and other risks that could lead to serious injury or death. These risks include, but are not limited to, falling from or out of the various features, traveling at various rates of speed, collisions with other boats, participants, or spectators; collisions with natural and man-made objects, such as: trees, rocks, fencing, signage and related equipment, including the lift; falls related to rough terrain, including variations in steepness, surface conditions such as; slippery walking surfaces, and other environmental hazards.

I further agree to inspect each feature and associated equipment prior to any use of the same. I understand that I will receive instruction related to the use of features, where instruction is needed, prior to any use of the same, and agree to follow or ask for explanation of all the rules, policies, and user responsibilities. I agree that the user information provided by me is true and correct and further agree to adhere to all the feature rider limits.

I accept for use, AS IS, the Mountain Adventure facilities including the lifts and other associated equipment.

ASSUMPTION OF RISK

Understanding, acknowledging and agreeing to all the risks involved, **I hereby agree to expressly and voluntarily accept and assume for myself and/or my minor child all the risk involved with the use of the facilities.**

RELEASE OF LIABILITY

In consideration of being allowed to use the Mountain Adventures at Roundtop Mountain Resort, **I HEREBY AGREE NOT TO SUE AND TO RELEASE, SKI ROUNDTOP OPERATING CORP., AS WELL AS THEIR OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RELATED TO ANY PAST, PRESENT OR FUTURE INJURY, PROPERTY LOSS OR ANY CLAIM OTHERWISE RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF THE SAME. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.**

I further agree that I am granting Roundtop Mountain Resort permission to use my or my minor child's photograph, videotape, motion picture or any other record of my or my minor child's use of its facilities for legitimate business purposes.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of York County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Further, this agreement is governed by the applicable laws of the state of Pennsylvania. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

If I do not agree with the above, I will not use the Mountain Adventure facility.

I, the undersigned have read, understand and agree to be legally bound by the above release agreement.

Participant signature: _____ Date _____
(If a minor (under 18), the signature of a parent or guardian is required)

Parent or Guardian Signature: _____ Date _____
(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)

PLEASE INITIAL EACH SECTION TO CONFIRM THAT YOU HAVE READ AND UNDERSTAND EACH FEATURES HEIGHT, AGE AND WEIGHT REQUIREMENTS. PLEASE COMPLETE THE PERSONAL INFORMATION BOX AT THE END

OGO – The OGO ride is a serious sports activity which should only be attempted by physically fit persons who are within our rider limits. In addition, all riders must confirm that they do not have any of the following conditions: Any physical or mental conditions which may restrict your ability to ride safely such as; existing back or neck conditions, heart conditions, pregnancy, lack of full body mobility. Injuries and mental changes can arise during and/or resulting from engaging in this activity. These injuries and changes include, but are not limited to, abnormal blood pressure, bruising, strains, cuts, dislocations, and fractures.

H2 OGO (1, 2, or 3 riders together in OGO)

WEIGHT: Maximum weight for each person = 275 lb. (27 kg)

For multiple riders (when there are 2 or 3 riders inside the OGO), the maximum combined weight is 550 lbs (250kg)

AGE: Minimum age is 6 years (Ages 6 & 7 must ride with a person over the age of 14, and only 2 riders at a time)

INITIALS

SINGLE HARNESS OGO

WEIGHT: Maximum weight per person: 200 lb. (90kg)

HEIGHT: Minimum height: 5 ft. (1.5m)

Maximum height: 6 ft 3 in.

AGE: Minimum age: 8 years

INITIALS

BUMPER BOATS

HEIGHT: Must be 44" (1.12m) to drive the boat.

Any passenger under 40" tall must wear a flotation device.

INITIALS

TREEHOUSE ZIPS

WEIGHT: Minimum weight is 70 lbs. (31.8kg) Maximum weight is 300 lb (136.07 kg)

AGE: Minimum Age: 8

INITIALS

CANOPY CRAWL / ALPINE TRAVERSE / SWITCHBACK TOWER / GIANTS STAIRCASE

WEIGHT: Maximum weight is 300 lbs. (136 kg)

AGE: Minimum Age: 5

INITIALS

PARTICIPANT'S PERSONAL INFORMATION

Height: _____

Age: _____

Weight: _____