

Gunstock Mountain Resort Aerial Treetop Adventure Tour
ACKNOWLEDGMENT OF RISKS & HAZARDS, LIABILITY RELEASE,
INDEMNITY & HOLD HARMLESS AGREEMENT & AGREEMENT NOT TO SUE

Harness #

Ret.

Participant Name: _____

Address: _____ Zip Code _____ Phone: _____

- I accept for use, as is, the equipment, if any, listed on this form and accept full responsibility for its care while it is in my possession. I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Gunstock Mountain Resort for all loss or damage I may cause to this equipment, except for reasonable wear and tear to the equipment and I acknowledge and agree that I will be responsible for the repair or replacement, at full retail value, to the equipment listed on this form for any damage other than reasonable wear and tear.
- I understand that participating in the Aerial Treetop Adventure Course (ATA), 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. I understand that participating in the ATA involves risk of injury to any and all parts of my body. 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 course features, falling branches, bumps and ruts, the steepness of the terrain, the configuration of the ATA facilities, slipping or falling from elevated platforms, ropelines and other treetop tour attractions, impacting objects or being impacted by objects, equipment malfunction, equipment misuse by either the participant or other participants, or employees of Gunstock Mountain Resort. There are also natural, mechanical and environmental conditions and risks, associated with ATA activities, which independently or in combination with my actions, or the actions 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 Mountain Resort (GMR) employee present does not lessen the amount or severity of the risks of participating in the ATA in an alpine setting. I understand that GMR 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.
- I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity.**
Initials: _____
- I understand that if I lack the strength to participate in the course I am putting myself 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 because I lack the physical strength to complete the course, because I am not following instructions, or for any other reason I will be asked to leave the course. I understand that I will not be entitled to a refund of fees paid.**
- I hereby certify that I am within the height, & weight restrictions to participate and that I have had an opportunity to confirm so. Height-Explorer 4'-7" w/ fingertips, Adult Courses 5'-11" w/ fingertips Weight < 250 lbs**
Initials: _____
- I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities, or while present on RELEASEES' (as described below) premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Gunstock Area Commission, DBA Gunstock Mountain Resort, its parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors, hereafter RELEASEES, from ALL LIABILITY FOR NEGLIGENCE, and any and all 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 this activity, related activities, or my use of the RELEASEES' Zip Tour, passenger tramways, its equipment, or any equipment, its maps and guides, facilities and premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. I PROMISE NOT TO SUE the RELEASEES and agree that if anyone is physically injured or property is damaged while I am using the RELEASEES' premises, facilities and equipment, I will have no right to make a claim or file a lawsuit against the RELEASEES, for any reason and under all circumstances.
- I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.
- I understand that the safety lines which will be attached to my harness are approximately 28 inches long and that 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.
- I acknowledge that Gunstock Mountain Resort is not responsible for any personal items, left in the care of staff or not, which are lost, stolen, or damaged.
- I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
- 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 that I may bring against the RELEASEES shall be submitted to the jurisdiction of the state or federal Courts in 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.
- I consent to the use by RELEASEES of any pictures (video and print) for commercial purposes, or otherwise, in connection with these activities, without restriction as to frequency, duration or medium.
- I understand that permission to use RELEASEES' Zip Tour facilities, equipment, trails, transportation and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue.
- I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY, which 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 have made no misrepresentations to RELEASEES regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by New Hampshire law and understand that it is not intended to assert any claims or defense prohibited by law.

PARTICIPANTS UNDER AGE 18

Minor's Name: _____ Age: _____

Print Parent/ Guardian Name: _____ Parent/ Guardian Signature _____

As parent/guardian signing this agreement for the above named minor(s), I acknowledge and agree that I have read the above document, and that by signing this document 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 the RELEASEES for any claim or suit arising out of said minor's participation in the activity or said minor's presence on RELEASEES' premises.

PARTICIPANTS AGE 18 AND OLDER

Print Participant's Name: _____ Signature: _____ Date: _____