



**Gunstock Mountain Resort ZIP TOUR – ACKNOWLEDGEMENT OF RISKS & HAZARDS, LIABILITY RELEASE INDEMNITY & HOLD HARMLESS AGREEMENT & AGREEMENT NOT TO SUE**

Participant Name: \_\_\_\_\_ HARNESS# \_\_\_\_\_ TROLLEY# \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

1. I understand that participating in the Zip Tour, and the use of ziplines, other canopy 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 Zip Tour 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 no limited to: the use of passenger tramways (subject to RSA225-A:24), unevenness of the ground surface which contains rocks, snow & ice, tall and slippery grass, bumps and ruts, the steepness of the terrain, the configuration of the Zip Tour facilities, slipping or falling from elevated platforms, climbing staircases, rope lines and other canopy tour attractions, impacting objects or being impacted by objects or people, equipment malfunction, equipment misuse by either the participant or other participants, or employees of Gunstock Mountain Resort (GMR). There are also natural, mechanical and environmental conditions and risks, associated with zip tour 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 (GMR) employee present does not lessen the amount or severity of the risks of participation in the Zip Tour. 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.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity.  
**INITIAL:** \_\_\_\_\_
3. I understand and attest (with an opportunity to confirm) to the fact that I am within the Age, Height, and Weight restrictions to participate in the Zip Tour.  
Age – 10+ (10 – 15 years must be accompanied by adult), Hght – Min. 48” – Max. 82”, Wght – Min. 50lbs – Max.260lbs.  
**INITIAL:** \_\_\_\_\_
4. I hereby freely and expressly assume and accept the responsibility for any and all risks (as stated above) of injury or death while participating in this activity or related activities, or while present on GMR's (as described below) premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, 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, collectively referred to as 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.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS or SUITS, FOR DAMAGES 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 RESPONSIVBLE FOR THE CONSEQUENCES OF THE NEGLIGENCE, THAT IS THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
6. 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.
7. I consent to the use of any pictures (video and print) by RELEASEES for commercial purposes, or otherwise, in connection with these activities, without restriction as to frequency, duration or medium.
8. 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.
9. 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, height, weight, 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.

**If, after reading and understanding this Release you are unwilling to sign it please do not purchase a Zip Tour.**

**Print Participants Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**If Under 18 Years: Print Minors Name** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Print Parent/ Guardian Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/ Guardian Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

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 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.  
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