

Gunstock Mountain Resort ZipTour

LIABILITY RELEASE AND ACKNOWLEDGEMENT OF RISKS AND HAZARDS



Participant Name: _____ Email: _____

Address: _____ 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 not limited to: the use of passenger tramways, 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 hereby certify that I or my child or ward, as applicable, am at least ten years old, weigh between 50 and 260 pounds and that I am 48 inches to 82 inches tall.

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 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, equipment, facilities and premises, regardless of how or by whom or by what the personal injury, death and/ or property damage was caused.

5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS OR SUITS, FOR DAMAGES TO MY PROPERTY, DEATH OR PERSONAL INJURY TO ME RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR 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.

7. I consent to the use of any pictures in any medium (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 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.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS LIABILITY RELEASE. PARTICIPANT SIGNATURES: (18 or older)

Print Name: _____ Signature: _____ Date: _____

If participant is under 18 years of age: As a parent/guardian/authorized signer of the minor participant named below, I acknowledge and agree that I have read the foregoing Liability Release and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms.

PARENT / AUTHORIZED SIGNER / GUARDIAN SIGNATURE: OF THE ABOVE MINOR

Print Name: _____ Signature: _____ Date: _____

Harness # _____ Helmet # _____ Trolley # _____