



DISCOVER ADVENTURE

LIABILITY RELEASE and ACKNOWLEDGEMENT OF RISKS and HAZARDS

Name of Participant: _____ AGE: _____

Address: _____ State: _____ Zip: _____

Email: _____ Group Name (if applicable): _____

1. I understand that the use of and/ or participation in Gunstock Mountain Resort's (Gunstock) mountain coaster, Aerial Treetop Adventure Course, Segway Tour, bungee jumpers, spider climber, slacklines, paddle boats/boards, kayaks, canoes, float tubes, rock wall climbing, mobile stunt jump, urban kid, summer land tubing, mountain biking, bike riding, and other summer recreational activities are **HAZARDOUS**.
2. 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 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 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. 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 employee present does not lessen the amount or severity of the risks of participating in the ATA. 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 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.
4. I understand that if I lack the strength to participate in the ATA 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 and I will not be entitled to a refund of fees paid.
5. I hereby certify that I am within the height, weight & age restrictions to participate and that I have had an opportunity to confirm so. Height-Explorer 4'-7" w/ fingertips and ages 6yrs-11yrs, Adult Courses 5'-11" w/ fingertips, Weight < 250lbs and ages 12yrs or older. Initials: _____
6. 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 activities listed in paragraph 1 above. Initials: _____
7. I understand the risks incidental to the Segway Tour participation and falling from or with the Segway Personal Transporter ("Segway PT"), which Risks may include, among other things, muscle injuries, broken bones, lacerations, serious injury, and death. I acknowledge and Agree that the Tour participation of me or my child is entirely voluntary.
8. I understand that in order to participate in the Tour, the participant must be: (1) able to stand and balance on the Segway PT by himself or herself; (2) be at least 14 years of age. Children 14-15 years of age must be accompanied by a participating parent or guardian. (3) weigh at least 100 pounds, but not more than 250 pounds, due to design specifications; and (4) the use of a helmet is required when riding a Segway PT on the Tour. Expectant mothers should not ride. Initials: _____
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 using bikes or Segway PT. I understand that the helmet provided is to protect against certain injuries, and I agree to wear it. I realize that it is mandatory to have a PFD ("life jacket") for all occupants on board and that children 12 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 consent to the use by **RELEASEES** of any still or video images of me or my children in promotional materials.

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: _____