

BLUE MOUNTAIN ADVENTURE PARK
Release, Indemnification & Assumption of Risk Agreement

NAME: _____
Please Print Date

ADDRESS: _____
Street City State Zipcode

E-MAIL: _____

NOTICE OF RISK

I, the undersigned, do hereby understand and agree that the recreational activities including, but not limited to, **The Woods, The Creek, Zip Lines, Climbing Wall, Biking, Laser Tag, Action Archery, Swimming, Rock Climbing, Trail Hiking, Off Road Segway Tours and Aerial courses including The Summit Aerial Park (collectively referred to as "Recreational Activities")** 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 lift equipment; 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. I understand that I will receive instruction related to the use of features, where instruction is needed and agree to follow or ask for explanation of all the rules, policies, and user responsibilities prior to any use of the same. 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 Blue Mountain Adventure Park facilities and **Recreational Activities** including the lifts and other associated equipment.

In exchange for permission to go on the Off Road Segway Tour, I agree as follows:

1. I expressly accept the risk of serious injury or death caused by the risks that I encounter when using a Segway™ Personal Transporter (PT). Such risks include, but are not limited to the following:
 - a. Narrow trails, steep inclines, steep declines, drop-offs, uneven terrain, rocky terrain, bumps, banks, ruts and other variations of terrain;
 - b. Variation in conditions, such as dusty, wet, muddy, snowy, cloudy, foggy and icy conditions;
 - c. Collisions with hidden or obvious hazards such as trees, limbs, roots, stumps, rocks, barriers, signs, fences, poles, people, or animals;
 - d. Flying debris, dirt, rocks, sticks, or other objects;
 - e. Complete or partial ejection from the PT;
 - f. Failure of the PT or related equipment to function properly; and
 - g. Injuries caused by the negligence of _____ or its employees. For example, negligent failure to maintain the PT, negligent failure to supervise participants, and negligent failure to warn of or avoid hazards such as those listed above.
2. I will follow the instructions and direction of my Tour Guide provided by Blue Mountain Resort **and all Rules and Regulations**. If I fail to do so, Blue Mountain Resort may revoke its permission to participate without any refund or reimbursement to me.
3. I accept the PT and any other equipment "AS IS". I understand that Blue Mountain Resort gives no warranty that the PT is free from defects and in proper working order for its intended purpose.

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 and Recreational Activities.

RELEASE OF LIABILITY

In consideration of being allowed to use the Blue Mountain Adventure Park and Recreational Activities, **I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY FOR THE TUTHILL CORPORATION D/B/A BLUE MOUNTAIN RESORT (hereinafter "Blue Mountain")** as well as its owners, agents, employees and volunteers, if I or any member of my family is injured while using any of the Blue Mountain facilities or while being present at the facilities, **EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE**, or any other improper conduct for which a release is not contrary to public policy, on the part of Blue Mountain.

Notwithstanding the foregoing, if I sue Blue Mountain, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Blue Mountain and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that 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, and will not let my child use, Blue Mountain's facilities

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 years old, the signature of a parent or guardian is required)

Parent or Guardian Signature: _____ Date: _____
(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

ZIP LINES

WEIGHT: Maximum weight is 250 lb (113.39 kg)
AGE: Minimum Age: 8

INITIALS

SUMMIT AERIAL PARK

WEIGHT: Maximum weight is 250 lb (113.39 kg)
AGE: Minimum Age: 6

INITIALS

OFF ROAD SEGWAY TOUR

WEIGHT: Minimum Weight is 100 lb (45.36 kg) - Maximum weight is 250 lb (113.39 kg)
AGE: Minimum Age: 12

INITIALS

PARTICIPANT'S PERSONAL INFORMATION

Height: _____

Age: _____

Weight: _____

By signing below, I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

Photograph/Video Signature _____