

MOUNTAIN ADVENTURES
RELEASE & ASSUMPTION OF RISK AGREEMENT

NAME: _____ DATE: _____
Please Print Date

ADDRESS: _____

E-MAIL: _____

GROUP NAME (if applicable): _____

NOTICE OF RISK

I, the undersigned, do hereby understand and agree that the recreational activities of Tubing, Ogo, The Woods Challenge Course, The Tree House Zip-Lines, The Sky Lift Ride, The Surface Lift, Bumper Boats and Trail Hiking, 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 tubes, boats, participants, or spectators; collisions with natural and man-made objects, such as: trees, rocks, fences, signage and related equipment, including the lift; 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 of the same. I agree not to use the facility, until I have received and understand all instruction related to the use of each feature, and agree to follow or ask for explanation of all the rules, policies, and user responsibilities. I agree that the user information provided above is true and correct and further agree to adhere to all the feature rider limits, provided on the reverse side of this form.

I accept for use, AS IS, the Mountain Adventures including the lifts and other associated equipment.

ASSUMPTION OF RISK

Understanding and acknowledging the hazards inherent to the activity, **I hereby agree to expressly and voluntarily accept and assume for myself and/or my minor child all the risk involved.**

RELEASE OF LIABILITY

In consideration of being allowed to use the Mountain Adventures at Roundtop Mountain Resort, **I HEREBY AGREE NOT TO SUE AND TO RELEASE, SKI ROUNDTOP OPERATING CORP., AND ROUNDTOP MOUNTAIN ADVENTURES, AS WELL AS THEIR OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RELATED TO INJURY, PROPERTY LOSS OR OTHERWISE RELATED TO MY USE OF THE FACILITY, REGARDLESS OF ANY NEGLIGENCE, RECKLESSNESS, OR IMPROPER CONDUCT ON THE PART OF THE SAME. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY RELATED TO INJURY AS A RESULT OF MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.**

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of York County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Further, this agreement is governed by the applicable laws of the state of Pennsylvania. 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 Mountain Adventures facility.

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

Parent or Guardian Signature: _____ Date _____
(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)

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SEE RIDER LIMITS ON REVERSE
PLEASE COMPLETE THE PERSONAL INFORMATION FOR EACH ELEMENT THAT YOU INTEND TO USE.

OGO – The OGO ride is a serious sports activity which should only be attempted by physically fit persons who are within our rider limits. In addition, all riders must confirm that they do not have any of the following conditions: Any physical or mental conditions which may restrict your ability to ride safely such as; existing back or neck conditions, heart conditions, pregnancy, lack of full body mobility. Injuries and mental changes can arise during and/or resulting from engaging in this activity. These injuries and changes include, but are not limited to, abnormal blood pressure, bruising, strains, cuts, dislocations, and fractures.

H2 OGO (1, 2, or 3 riders together in OGO)

WEIGHT: Maximum weight for each person = 275 lb. (27 kg)
For multiple riders (when there are 2 or 3 riders inside the OGO), the maximum combined weight is 550 lbs (250kg)

AGE: Minimum age is 6 years

Weight: _____

Age: _____

SINGLE HARNESS OGO

WEIGHT: Maximum weight per person: 200 lb. (90kg)

HEIGHT: Minimum height: 5 ft. (1.5m)

Maximum height: 6 ft 3 in.

AGE: Minimum age: 8 years

Weight: _____

Height: _____

Age: _____

BUMPER BOATS

HEIGHT: Must be 44" (1.12m) to drive the boat. Any passenger under 40" tall must wear a flotation device.

Height: _____

TREEHOUSE ZIPS

WEIGHT: Minimum weight is 70 lbs. (31.8kg) Maximum weight is 250 lb (113.6 kg)

AGE: Minimum Age: 8

Weight: _____

Age: _____

SUMMER TUBING

HEIGHT: Maximum height: 6 ft. 5 in.

AGE: Minimum Age: 5

Height: _____

Age: _____