

# **THE VERTICAL TREK** **RELEASE AGREEMENT**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

GROUP NAME (if applicable): \_\_\_\_\_

AGE: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ (minimum age is 10, and weight limit is 70 - 250 lbs)

## **DESCRIPTION OF ACTIVITY**

The Vertical Trek consists of overhead zip-lines (traversing cables using safety harnesses), overhead challenges (cable, rope, net or wooden features), rappelling, climbing, short hiking, and the use of ski lifts.

## **NOTICE OF RISK**

I, the undersigned do hereby understand, acknowledge and agree that my participation in the Vertical Trek is based on a philosophy of "Challenge by Choice", which means that my or my minor child's participation, and level of challenge in any activity is purely voluntary. I further understand that, High Ropes, Zip-Lines, Burma Bridges and other elevated elements; including climbing related activities contain inherent risks that could lead to permanent serious injury or death. These risks could include, but are not limited to: falling to the ground, falling onto other participants, collisions with natural and manmade equipment or objects, being hit by falling objects, and natural environmental risks. I further understand, acknowledge, and agree that while instruction, rules, equipment, and personal discipline may reduce these risks, the possibility of serious injury still exists.

## **ASSUMPTION OF RISK**

**UNDERSTANDING THE HAZARDS INHERENT TO THE ACTIVITY, I AGREE TO ASSUME FOR MYSELF AND MY MINOR CHILD, ALL OF THE RISKS INVOLVED. Further, I accept for use as is, the Vertical Trek equipment that I will be using.**

## **RELEASE FROM LIABILITY**

In consideration of being allowed to participate, **I AGREE NOT TO SUE, TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND SKI ROUNDTOP OPERATING CORP., AND ROUNDTOP MOUNTAIN ADVENTURES, THEIR OWNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, IN ANY WAY RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES REGARDLESS OF ANY NEGLIGENCE, RECKLESSNES, OR IMPROPER CONDUCT ON THE PART OF THE SAME.**

I agree not to use the facility until I have received and understand all instruction related to my participation, and that I will advise my guide of any medical or health concerns that might effect my or my child's participation in the program. I agree to report all injuries to a facilitator or staff member before leaving the area.

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. This agreement is governed by the applicable laws of this state. 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 the Vertical Trek.**

\_\_\_\_\_  
Signature of Participant  
(If a minor (under 18), the signature of a parent or guardian is required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (if under 18)  
(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)

\_\_\_\_\_  
Date