

ACKNOWLEDGMENT OF RISKS AND HAZARDS, RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

1. I understand that the use of and/ or participation in Gunstock Mountain Resort's (Gunstock) Aerial Treetop Adventure Course, Zip Tour, mountain coaster, scenic chairlift ride, and other summer recreational activities are HAZARDOUS.
2. I understand that participating in the Aerial Treetop Adventure Course (ATA), Zip Tour, 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 and 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: 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 and Zip Tour facilities, slipping or falling from elevated platforms, climbing staircases, rope lines 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 and 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 Gunstock employee present does not lessen the amount or severity of the risks of participating in the ATA and Zip Tour. 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 in the ATA course 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 and Zip Tour, 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 or tour because I lack the physical strength to complete the course or tour, because I am not following instructions, or for any other reason I will be asked to leave the course or tour and I will not be entitled to a refund of fees paid.**
5. **I understand that if I participate in the ATA course I 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.**
6. **I understand that if I participate in the Zip Tour I certify that I am within the height, weight & age restrictions to participate and that I have had an opportunity to confirm so. Height ≥ 4' and ≤ 6'8", Weight ≥ 50lbs and ≤ 260lbs, and ages 10yrs or older.**
7. **If I participate in any of the activities listed in paragraph 1 above 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 listed activities.**
8. 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**.
9. 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.

10. 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.
11. 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 the 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.
12. I realize that it is **mandatory** that I wear a HELMET at all times while participating in the Zip Tour. I understand that the helmet provided is to protect against certain injuries, and I agree to wear it. I further agree and understand that this equipment does **NOT ELIMINATE THE RISK** of injury.
13. 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 parties 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.
14. I consent to the use by RELEASEES of any still or video images of me or my children in promotional materials.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS LIABILITY RELEASE.

I AM AWARE THAT THE RELEASE OF LIABILITY LIMITS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

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.

Participant’s Name (Printed):

Adventure Date:

Name of Parent/Guardian (Printed):

Relationship:

Signature:

Date: