

2023 Summer Activities Waiver of Claims Arising From Inherent Risks, Indemnity and Arbitration Agreement -READ VERY CAREFULLY BEFORE SIGNING

Participant's First Name: _____ Last Name: _____

Street Address: _____

City _____ State _____ Zip Code _____

Email Address: _____

Add me to the e-mail list so I can receive news and special offers.

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in exchange for access to Powder Ridge in 2023 and for the use of its facilities, use of its equipment and admission to summer alpine adventure activities, **hereby release it, its affiliates, successors, subsidiaries, managers and employees, (hereinafter "RELEASEES"), from any and all injury, damage or death claims resulting from risks inherent in the activities in which I am about to engage.** RELEASOR acknowledges that these inherent risks include, but are not limited to: climbing; slipping; falling; jumping; collisions with objects and other people; artificial and natural surfaces, including slippery surfaces; airborne activities; rough or uneven terrain, including trails, rocks and tree roots; failure of my own equipment; insects; and, weather-related conditions. RELEASOR knows that summer alpine adventure activities are inherently hazardous, and that participants can seriously injure themselves as a result of these inherent risks. **RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, risks inherent to the activity in which I am about to engage.**

RELEASOR and Release agree that any claim by any party to this agreement, except claims for indemnification, arising out of my participation in summer alpine adventure activities shall be submitted for arbitration. Three arbitrators, including one neutral, shall be utilized. They shall decide: 1) the enforceability of this agreement; and, 2) whether the injuries and damages claimed by RELEASOR arise out of risks inherent to these activities. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of an inherent risk. "Summer alpine adventure activities" shall include, but not be limited to: traversing the facility by foot; swinging; sliding; climbing; jumping; zip lining; tubing; mountain biking; cycling; disc golf; paintball; use of equipment and apparatus; and sports and games.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I represent that I am physically fit, possess adequate skill and that I am up to the challenge of the activity in which I am about to engage. I take responsibility for the inspection and maintenance of my own equipment, and I have been given an opportunity to inspect the venue and agree, by virtue of my decision to participate, that the venue is reasonably safe.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments, including attorney fees, arising out of any claim or suit that is related to injuries caused by the inherent risks.

Participant hereby grants to the Host/Releasees, its representatives, and employees the right to take photographs and video of Participants in connection with Participants' participation in the activities. Participants hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participants hereby agrees that the Host may use such photographs and video of Participants for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

I know that by signing this agreement, I am giving up legal rights, and freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE. THIS AGREEMENT, AND MY SIGNATURE ON SAME, APPLIES TO ALL OF MY VISITS TO TE PARK IN 2023.

Print Name: _____ Signature: _____ Date: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Child. I agree to the indemnity terms set forth above. I further agree to the arbitration terms set forth above.

Print Name: _____ Signature: _____ Date: _____

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Print Name: _____ Signature: _____ Date: _____