



GeoChallenge Adventures

Spring Mountain Adventures GeoChallenge Adventure

GEOCHALLENGE ADVENTURE PARTICIPANT AGREEMENT, INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNIFICATION AND AGREEMENT NOT TO SUE

THIS IS A CONTRACT – READ IT!

The parties to this contract are Spring Mountain.Adventures, Inc. Third Generation Limited Partnership, Mountain Management, LLC.,Spring Mountain Adventures Canopy Tour, GeoChallenge Adventure, their owners, officers, affiliates, employees and agents, the equipment manufacturers and distributors, and the owners of the property where Spring Mountain and the activity are located (hereinafter referred to collectively as “Spring Mountain”) and the persons signing below, including the participant in the activities of Spring Mountain Adventures Geo Race (Participant).

This form must be read, understood, and signed by all Participants, adults and minors (persons under 18 years of age) AND by a parent or guardian (each referred to as “Parent”) of a minor Participant. Parent signs for himself or herself and on behalf of the minor child. No applicant may participate in a canopy tour unless these signatures are provided.

Medical Concerns

The Geo Race is designed for use by participants of at least average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well being of participants on this course, as may certain psychological and psychiatric problems, may all increase the inherent risks of the experience and cause the Participant to be a danger to himself or others. If you are uncertain as to whether or not you are fit enough to participate, you should consult your doctor before doing so.

Inherent and Other Risks

Serious injuries are uncommon in GeoChallenge Adventure activities, but the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes and bruises, to bites, stings, skin rashes, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which the tour is located includes uneven, rocky and wooded terrain, cliffs, ravines, springs, animal’s holes, and hold potentially harmful plants and animals, including snakes and other creatures which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, must be accepted by those who choose to participate.

In consideration of participating in the Geo Race, which I and my group (if any) have contracted for with Spring Mountain, I the undersigned Participant, an/or the Parent of a minor Participant, agree as follows:

- 1. I understand that as a part of this activity I might be riding the chair lift; both loading and unloading while the lift is running.**
2. I understand the nature of the activities that I will be engaging in.
3. I understand that there are risks of injury and death associated with these activities.
4. I understand that certain of these risks, including those described above, are inherent in the activities and cannot be entirely reduced or eliminated from the activities.
- 5. I ACKNOWLEDGE AND VOLUNTARILY ASSUME THE RISKS OF ILLNESS, INJURY AND DEATH ASSOCIATED WITH THESE ACTIVITIES, INHERENT AND OTHERWISE, AND WHETHER OR NOT DESCRIBED ABOVE, INCLUDING THOSE WHICH MAY RESULT FROM THE NEGLIGENT OR OTHER ACTS OR OMISSIONS OF OTHER PARTICIPANTS OR SPRING MOUNTAIN.**

6. I understand that Spring Mountain may refuse a canopy tour to persons Spring Mountain or their agents deem a hazard to themselves or others. Spring Mountain may alter its weight qualifications for participation under circumstances deemed appropriate by Spring Mountain.
7. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment.

8. **I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS SPRING MOUNTAIN FROM, AND AGREE NOT TO SUE THEM FOR, ANY AND ALL LIABILITY FOR CLAIMS THAT MAY ARRISE OUT OF OR RELATE IN ANY WAY TO MY ENROLLMENT OR PARTICIPATION IN SPRING MOUNTAINS PROGRAMS OR MY PRESCENCE ON ITS PROPERTY. THE CLAIMS HEREBY RELEASED AND INDEMNIFIED INCLUDE CLAIMS OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT OF SPRING MOUNTAIN.**
9. For myself, my family, heirs, representatives, and any other person claiming through me, I release, hold harmless and indemnify Spring Mountain for any sums which may be payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Spring Mountains programs, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorneys' fees, which may be due for claims made against Spring Mountain.
10. Spring Mountain reserves the right to use video or other photographic images of Participant for future marketing, educational or other purpose, and Participant (and Parent hereby consent to such use, without compensation.
11. Notwithstanding the foregoing, if I sue Spring Mountain, I agree that I will only sue it, whether on my own behalf or on behalf of a family member in the Court of Common Pleas of Montgomery County and further agree that any and all disputes which might arise between Spring Mountain and myself shall be litigated exclusively in said court.
12. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.
13. I have read, fully understand and hereby agree to the terms of this agreement, and am signing below intending to be legally bound thereby.

Please provide the following information regarding the Participant:

Signature _____ Age _____

Printed Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Phone _____

Group Name (if any) _____ Scheduled Date _____

Agreement by parent or Guardian of a Minor Child

I am the parent or guardian of the minor child whose signature appears above. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understand the Agreement and has freely accepted its terms. I give my child permission to participate in the adventure challenge programs to be provided by Spring Mountain. My signature below reflects my agreement to fully release Spring Mountain, as provided above, from any claim which I may have, and to the fullest extent allowed by law, to release such persons on behalf of the child for any claim the child may have. I further agree to indemnify Spring Mountain, to the maximum extent allowed by law, for any claims of the child, or of any member of my or the child's family, arising from the child's enrollment or participation of the activities of the Provider. **THESE AGREEMENTS OF RELEASE IN INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT.**

Signature _____ Date _____

Printed Name _____