

RECREATIONAL INDUSTRIES, INC. d/b/a WISP RESORT

Canopy Tour

HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING. ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT; THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT YOUR ABILITY TO SUE WISP RESORT. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE FACILITY.

Please fill in all information, PLEASE PRINT as neatly as possible.

Name: Last _____ First _____ Weight: _____ lbs. Age: _____

Street Address: _____ City: _____ State: _____

Zip code: _____ Phone Number: _____ E-Mail Address: _____

The Canopy Tour is designed to provide a physical and mental challenge to an active participant. The individual participant moves through the course largely based on his or her own stamina and strength. This test of strength, conditioning, and skill is meant to build confidence and fitness. **The Canopy Tour is not an amusement attraction and is not under the jurisdiction of the State of Maryland DLLR.** I acknowledge that my participation in Canopy Tour activities entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Canopy Tour activity.

The Canopy Tour program is based on the idea of personal growth and empowerment through personal choice. At any time a Canopy Tour participant is free to withdraw from participation in the activity. Canopy Tour participation risks include, among other things, the potential for: slips, falls, and falling, rope burns, pinches scrapes, twists and jolts that can result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more life threatening hazards. During this activity there may be contact with plants, animals, or insects that could create hazards such as stings, allergies, and associated diseases. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite (possibly because) of the risks.

I understand and am aware that Canopy Tour activities are **Hazardous and Dangerous Activities**. I understand that participating in a Canopy Tour activity involves a risk of serious bodily injury and/or death. **I, on behalf of myself, my children, heirs, executors or assigns, hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity regardless of any negligence of Wisp Resort or any of its employees or agents.**

In consideration of being permitted to use Canopy Tour facilities, I, on behalf of myself, my children, heirs, executors or assigns, agree to accept the risks of participating in a Canopy Tour activity and **agree not to sue Wisp Resort** or any company affiliated with Wisp Resort or its employees or agents if injured, whether fatally or not, while using the Canopy Tour activity facilities regardless of any negligence of Wisp Resort, its employees or agents.

Should Wisp Resort or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical, mental, emotional, or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly, or indirectly, by any such condition.

In the event that I file a lawsuit against Wisp Resort or its affiliates or agents, I agree to do so solely in Garrett County, Maryland, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the rules of law in that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Wisp Resort on the basis of any claim from which I have released them herein. I also agree, while at Wisp Resort, it is possible that my photograph may be taken by a Wisp Resort photographer to be used in various promotional efforts. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Participant: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Wisp Resort to participate in its Canopy Tour activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Wisp Resort from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____