

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

Mountain Buggy 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. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE FACILITY.

Please fill in all information, print as neatly as possible.

Date of Tour: _____ Tour Time: _____ Mountain Buggy ID#: _____

Name: Last _____ First _____ Age/Date of Birth: _____

Street Address: _____ City _____ State: _____

Zip Code: _____ Phone #: _____ E-mail Address: _____

Drivers License #: _____ Exp. Date: _____ Issuing State: _____

I understand and am aware that operating or riding a Mountain Buggy is a Hazardous and Dangerous Activity. I understand that operating or riding a Mountain Buggy 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 or any of its employees or agents.

I understand that there are inherent and other risks involved in operating or riding a Mountain Buggy. These risks include, but are not limited to: variations in ground conditions on trails, steepness of terrain, ice and icy conditions, dry and wet conditions, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, slick spots, lift towers, cables, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, fences and control nets and the absence of such fences and nets and other forms of natural or man-made obstacles on and/or off trails. There is also a risk of collisions with such obstacles, equipment and natural objects as well as with other Mountain Buggies. Trail conditions vary constantly because of weather changes and Mountain Buggy use. I am aware that trail marking and trail maintenance may be in progress at any time. These are only some of the risks of operating or riding a Mountain Buggy. All of these and other risks of operating or riding a Mountain Buggy present the risk of serious and/or fatal injury.

I accept the use of a Mountain Buggy, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. I agree to assume the risk of injury while participating in this activity even if the Mountain Buggy itself is defective. I will be responsible for the replacement, at full retail value a Mountain Buggy rented under this agreement, which is not returned in the same condition as it was at the beginning of the tour to this location by the agreed time.

In consideration of being permitted to use a Mountain Buggy, I, on behalf of myself, my children, heirs, executors or assigns, agree to accept the risks of operating or riding a Mountain Buggy and agree not to sue Wisp or any company affiliated with Wisp or its employees or agents if injured, whether fatally or not, while using the Mountain Buggy facilities regardless of any negligence of Wisp, its employees or agents. In the event that I file a lawsuit against Wisp Resort, 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 law rules of that state

I, on behalf of myself, my children, heirs, executors or assigns, agree to hold harmless and indemnify Wisp, its owners, agents, and employees, as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in operating or riding a Mountain Buggy. This provision includes any loss or injuries that result from damages related to the use of the Mountain Buggy, helmet or protective equipment.

I have read the posted rules and agree to abide by them. I will follow the instructions of the guide at all times and will not engage in racing, bumping other Mountain Buggies or any other stunts while participating in the Mountain Buggy guided tour. I will not engage in any careless or reckless behavior. I am not under the influence of alcohol or drugs, including prescription drugs that may affect my ability to operate or ride a Mountain Buggy. I represent that there is nothing preventing my ability to safely operate and control a Mountain Buggy.

I have read the above Contract and Release of Liability Agreement and fully understand it. I understand that operating or riding a Mountain Buggy is a purely voluntary activity and that Wisp would not allow me or my minor children to participate in Mountain Buggy riding if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in Mountain Buggy riding and can reject this Release of Liability on behalf of my minor children, and myself but I have voluntarily chosen to sign it. I also agree, while at Wisp, it is possible that my photograph may be taken by a Wisp photographer to be used in various publications.

Signature: _____ 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 Mountain Buggy Tour 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 _____