

RECREATIONAL INDUSTRIES, INC. d/b/a WISP RESORT
SNOW TUBING/ MOUNTAIN COASTER/ ICE SKATING
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

Name: Last _____ First _____ Age: _____

Street Address: _____

E-Mail Address: _____ Phone Number: _____

I understand and am aware that Snow Tubing, Ice Skating and riding the Mountain Coaster are **Hazardous and Dangerous Activities**. I understand that Ice Skating riding a Snow Tube or Mountain Coaster 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.**

I understand that there are inherent and other risks involved in riding a Snow Tube, Mountain Coaster, or Ice Skating including the use of lifts, the load and unload areas, the tracks and all of their parts as well as the sleds and snow tubes themselves. These risks include, but are not limited to: variations in snow, steepness of terrain, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare 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 chutes. **There is also a risk of collisions with such obstacles, equipment and natural objects as well as with other snow tubes, mountain coaster riders or ice skaters.** Snow chute conditions vary constantly because of weather changes and snow tubing use. I am aware that snowmaking and snow grooming may be in progress at any time. These are only some of the risks of riding a snow tube or mountain coaster. Track and ice rink speed conditions may vary with weather changes. All of these and other risks present the risk of serious and/or fatal injury.

I accept the use of a snow tube, ice skates or mountain coaster sled, as is, 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 snow tube or coaster sled itself is defective. I further agree to abide by all instructions and rules both written and verbal regarding participation in riding a snow tube or mountain coaster.**

In consideration of being permitted to use the Snow Tubing, Ice Skating or Mountain Coaster facilities, I, on behalf of myself, my children, heirs, executors or assigns, agree to accept the risks of ice skating or riding either a snow tube or mountain coaster 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 these facilities regardless of any negligence of Wisp Resort, its employees or agents.

I, on behalf of myself, my children, heirs, executors or assigns, agree to hold harmless and indemnify Wisp Resort, 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 Ice Skating, Snow Tubing or Mountain Coaster related activities. This provision includes any loss or injuries that result from damages related to the use of Ice Skates, Snow Tube or Mountain Coaster.

I have read the above Contract and Release of Liability agreement and fully understand it. I understand that ice skating or riding a Snow Tube or Mountain Coaster is a purely voluntary activity and that Wisp Resort would not allow me or my minor children to participate in ice skating, riding a Snow Tube or Mountain Coaster if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in ice skating, riding a snow Tube or Mountain Coaster 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: _____

Signature of Parent or Guardian if under 18: _____