

# WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE ADVENTURE SPORTS CENTER, INC., ADVENTURE SPORTS CENTER INTERNATIONAL, LLC, EVERBRIGHT PACIFIC, LLC (DBA WISP RESORT), THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, THE BOARD OF TRUSTEES OF GARRETT COLLEGE, AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

IN CONSIDERATION of Adventure Sports Center, Inc., Adventure Sports Center International, LLC (collectively "ASCI"), Everbright Pacific, LLC (doing business as Wisp Resort) ("Everbright"), the Board of County Commissioners of Garrett County, Maryland (the "County"), and the Board of Trustees of Garrett College (the "College") (collectively the "Released Parties") allowing me to participate in any and all recreational activities or events in which ASCI, Everbright, the County, or the College are in any way involved (the "Activities"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement"):

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.

2. I understand and acknowledge the physical and mental rigors associated with the Activities are inherently dangerous and represent an extreme test of a person's physical and mental limits and condition. I understand that participation in the Activities involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where the Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers of the Activities; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in the Activities.

3. I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment that I might own and supply in conjunction with those Activities.

4. I hereby release, waiver, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the Activities take place, law enforcement agencies and other public entities providing support for the Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such a claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

NAME OF PARTICIPANT (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_/\_\_\_/\_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Parental Consent (required if the participant is less than 18 years of age)** As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

NAME OF PARENT/LEGAL GUARDIAN (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_/\_\_\_/\_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

PHOTOGRAPH RELEASE

I grant permission to Adventure Sports Center, Inc., Adventure Sports Center International, LLC (collectively "ASCI"), the Board of County Commissioners of Garrett County, Maryland (the "County"), Everbright Pacific, LLC (doing business as Wisp Resort ("Everbright")), and/or the Board of Trustees of Garrett College (the "College") to take photographs of me and to publish and use my photograph in any and all publications for any lawful purpose including, without limitation, publicity, illustration, advertising, and Web content.

I hereby authorize ASCI, Everbright, the County, and/or the College to edit, alter, copy, exhibit, publish or distribute any photographs taken by them, their agents, servants and/or employees. I waive the right to inspect or approve of the finished product, including written or electronic copies of my photograph or likeness. Additionally, I waive any right to royalties or other compensation arising out of or in any way related to the use of any photograph or other likeness of me or my image.

I hereby hold harmless, release and forever discharge ASCI, Everbright, the County, and/or the College from any and all claims, demands, actions and causes of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to this Photograph Release (the "Release").

I hereby warrant that I have read this Release carefully, understand its terms and conditions, and acknowledge that I have signed this Release freely and voluntarily, without any inducement, assurance or guarantee and that I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms of this Release.

NAME (Print): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_ / \_\_ / \_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Parental Consent (required if the participant is less than 18 years of age). As the parent or legal guardian of the minor identified above, I hereby accept and agree to all of the terms and conditions of this Release on behalf of the minor. If, despite the terms of this Release, I or anyone on the minor's behalf, makes any claim against ASCI, Everbright, the County and/or the College or relating to this Release, I will indemnify, defend and hold harmless each of the parties from any such claims.

PARENT (Print): \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_ / \_\_ / \_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_