

**ARCHERY, BIKE, RESORTBOARD, NORDIC, SEGWAY & WATERCRAFT EQUIPMENT RENTALS
HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE**

**PLEASE READ CAREFULLY BEFORE SIGNING. THE WORDING ON THIS RELEASE MAY NOT BE ALTERED
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.

Date: _____ **Time:** _____ **Equipment ID #:** _____

Name: Last _____ **First** _____ **Date of Birth:** _____

Street Address: _____ **City** _____ **State:** _____

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

Driver's License #: _____ **Exp. Date:** _____ **Issuing State:** _____

I understand and am aware that operating or riding Archery, Bike, ResortBoard, Nordic, Segway and/or Watercraft Equipment (the "EQUIPMENT") is a **Hazardous and Dangerous Activity**. I understand that operating or riding the EQUIPMENT 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 operating or riding the EQUIPMENT. 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 EQUIPMENT. Trail conditions vary constantly because of weather changes and EQUIPMENT 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 the EQUIPMENT. All of these and other risks of operating or riding the EQUIPMENT present the risk of serious and/or fatal injury.

I accept the use of the EQUIPMENT, 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 EQUIPMENT itself is defective.** I will be responsible for the replacement, at full retail value the EQUIPMENT rented under this agreement, which is not returned in the same condition as it was at the beginning of the tour or rental to this location by the agreed time.

In consideration of being permitted to use the EQUIPMENT, **I, on behalf of myself, my children, heirs, executors or assigns, hereby** unconditionally release from all liability, indemnify and hold harmless Wisp Resort and its owners, representatives, agents, affiliates, partners, officers, directors, servants and employees of and from any claims for damage, injury, or death resulting from participating in these activities 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 the EQUIPMENT. This provision includes any loss or injuries that result from damages related to the use of personal protection equipment such as helmets, gloves or eye protection. 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.

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 EQUIPMENT or any other stunts while participating in the use of the EQUIPMENT. 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 the EQUIPMENT. I represent that there is nothing preventing my ability to safely operate and control the EQUIPMENT.

I have read the above Contract and Release of Liability Agreement and fully understand it. I understand that operating or riding the EQUIPMENT is a purely voluntary activity and that Wisp Resort would not allow me or my minor children to participate in the use of the EQUIPMENT if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in the use of the EQUIPMENT 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 Resort, it is possible that my photograph may be taken by 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 a tour and/or the use of the 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 _____