

MOUNTAIN ADVENTURES
RELEASE & ASSUMPTION OF RISK AGREEMENT

NAME: _____
Please Print

DATE: _____

ADDRESS: _____
Street City State Zip

E-MAIL: _____

GROUP NAME (if applicable): _____

NOTICE OF RISK

I, the undersigned, do hereby understand and agree that the Roundtop Mountain Adventure recreational activities including, but not limited to: the Woods Challenge Course, Canopy Crawl, Alpine Traverse, Switchback Tower, Giants Staircase, Crow's Nest Tower, Cave Crawl OGO, Tree House Zip-Lines, Dual Zips, Sky Lift Ride, Surface Lift, Bumper Boats, Cedar Maze, Super Slide and Trail Hiking, contain inherent and other risks that could lead to serious injury or death. These risks include, but are not limited to: falling from or out of the various features; traveling at various rates of speed; falling out of tubes, collisions with other participants or spectators; being struck by or collisions with natural and man-made objects such as: trees, rocks, fencing, signage, structures and related equipment; falls related to variations in terrain or slippery walking surfaces; weather related or other environmental hazards and falls from, being struck by or other injury related to the use of the lift.

I agree to inspect each feature and associated equipment prior to any use of the same. I understand that I will receive instruction prior to the use of features when instruction is necessary. I agree to follow or ask for explanation of any instruction, signage, rules, policies, user responsibilities, and rider limits. I affirm that the user information provided by me is true and correct.

I accept for use, AS IS, the Mountain Adventure facilities including the lifts and other associated equipment.

ASSUMPTION OF RISK

Understanding, acknowledging and agreeing to all the risks involved, **I hereby expressly and voluntarily agree to accept and assume for myself and/or my minor child all the risk associated with participation and/or the use of the facilities.**

RELEASE OF LIABILITY

In consideration of being allowed to use the Mountain Adventures at Roundtop Mountain Resort, **I HEREBY AGREE NOT TO SUE AND TO RELEASE, SKI ROUNDTOP OPERATING CORP., AND SNOW TIME, INC., AS WELL AS THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RELATED TO ANY PAST, PRESENT OR FUTURE INJURY, PROPERTY LOSS OR ANY CLAIM OTHERWISE RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME, INCLUDING GROSS NEGLIGENCE, IMPROPER CONDUCT OR ANY OTHER CAUSE ENFORCEABLE BY LAW.** I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.

I agree that all disputes arising under the scope of this contract shall be litigated exclusively in the Court of Common Pleas of York County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Further, this agreement is governed by the applicable laws of the Commonwealth of Pennsylvania. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I hereby grant my permission for Roundtop Mountain Resort to use any photograph, videotape or sound recording of me or my child for any legitimate business purpose.

If I do not agree with the above, I will not use the Mountain Adventure facility. I further represent and warrant that if I am signing on behalf of a minor child, I am doing so with the consent and approval of my spouse (if any).

I, the undersigned have read, understand and agree to be legally bound by the above release agreement.

Participant signature: _____
(If a minor (under 18), the signature of a parent or guardian is required)

Date _____

Parent or Guardian Signature: _____

Date _____

Additional Children under 18 (Print Full Name)

1. _____ Age: _____

4. _____ Age: _____

2. _____ Age: _____

5. _____ Age: _____

3. _____ Age: _____

6. _____ Age: _____

Ride Information

OGO – The OGO ride is a serious sports activity which should only be attempted by physically fit persons who are within our rider limits. In addition, all riders must confirm that they do not have any of the following conditions: Any physical or mental conditions which may restrict your ability to ride safely such as; existing back or neck conditions, heart conditions, pregnancy, lack of full body mobility. Injuries and mental changes can arise during and/or resulting from engaging in this activity. These injuries and changes include, but are not limited to, abnormal blood pressure, bruising, strains, cuts, dislocations, and fractures.

H2 OGO (1, 2, or 3 riders together in OGO)

WEIGHT: Maximum weight for each person = 275 lb. (27 kg)

For multiple riders (when there are 2 or 3 riders inside the OGO), the maximum combined weight is 550 lbs (250kg)

AGE: Minimum age: 5 (5-year old's must ride with an adult)

BUMPER BOATS

HEIGHT: Must be 44" (1.12m) to drive the boat.

Any passenger under 40" tall must wear a flotation device.

TREEHOUSE ZIPS

WEIGHT: Maximum weight is 300 lb (136.07 kg)

AGE: Minimum Age: 5

CANOPY CRAWL / ALPINE TRAVERSE / SWITCHBACK TOWER / GIANTS STAIRCASE / CROW'S NEST TOWER/CAVE CRAWL

WEIGHT: Maximum weight is 300 lbs. (136 kg)

AGE: Minimum Age: 5

SUPER SLIDE

WEIGHT: Maximum weight is 300 lbs. (136kg)

Height: Maximum height is 84"

Minimum height is 45"

Age: Minimum Age: 5

DUAL ZIPS

WEIGHT: Minimum Weight is 70 lbs. (31.8 kg) Maximum weight is 250 lbs. (113.4kg)

Age: Minimum Age: 5