



ACTIVITIES RELEASE AND WAIVER AGREEMENT

Date: _____ Email Address: _____

Participant's Name: _____

Address: _____
City State Zip

Home Phone: _____ Cell Phone: _____

Person(s) authorized to pick up child: _____

Name of group/special event/race event/contest (if applicable): _____

You may, but are not required to, list any medical conditions that may affect your participation in any of the activities (i.e. asthma, diabetes, heart conditions, allergies, use of epi-pen, etc.).

IN CASE OF EMERGENCY OR ILLNESS: Parents will be contacted via cell phone and/or paged over intercom and must be readily available if necessary. We reserve the right to determine if a child is too ill or otherwise unable to remain in the program.

Parents: In the event of an emergency/accident, I give my permission for the administration of necessary procedures.

Parent/Guardian Signature: _____ Date: _____

Parent's Printed Name: _____

Emergency Phone Number: _____

INFORMATION REGARDING MINORS

<i>Please Print</i>	Last Name	First Name	Birth Date	Height	Weight	Medical Condition(s)
Minor #1						
Minor #2						
Minor #3						
Minor #4						

Participation Requirements for Screaming Hawk Zip Line

Due to the nature of the tour, the Operator reserves the right to refuse participation to anyone.

Physical Requirements:

- Participants must wear closed-toe shoes.
- Participants must have the strength to pull themselves along the cable and slow themselves using a glove to create friction on the cable.
- Participants must be able to walk one mile.
- Participants must be in moderate to good health.
- Screaming Hawk Zip Line participants must weigh between 70 and 250 lbs.
- Participants must bring all medication needed at a moment's notice with them on the tour.

RELEASE AND WAIVER AGREEMENT

Seven Springs Mountain Resort, Inc., its owners, officers, employees, agents, representatives, parents and affiliates (hereinafter, "Seven Springs") provides its guests the opportunity to participate in a wide variety of group and individual events and activities, including bike races, pond skim, mountain bike rental, volleyball, tennis, outdoor camping, adventure camps, adventure programs, whitewater rafting, boating, kayaking, scenic chairlift rides, alpine slide, horseback riding, paintball, rock climbing, hiking, rock wall, swimming, paddleboating, paddleboarding, alpine tower, trampoline thing, initiative games, golf, fishing, children's parties, aquatics programs, inflated bouncer, Segway, hydrobiking, summer tubing, zip line, yoga, obstacle courses, axe throwing and _____ (list additional activities).

I understand that there is a risk of serious injury or death if I participate in these activities. The risks are too numerous to completely list, but some of them are: (1) slips, trips, and falls (for example, those caused by variations in terrain, snow, ice, water, mud, bare spots, rocks, trees, stumps, and other forms of forest growth or debris, tight switchbacks, raised platforms, wheel lifts, jumps, and bridges); (2) collisions with persons, vehicles, and obstacles (for example, collisions with trees, stumps, rocks, and other forms of forest growth or debris, lift towers, lift terminals, lift lines, cables, poles, snowmaking equipment, fences and barriers); (3) vehicle or bicycle loss of control or rollovers, and canoes/kayaks/boats capsizing; (4) drowning; (5) lightning strikes; (6) hypothermia; (6) heat exhaustion or heat stroke; (7) being struck by arrows, balls, or other projectiles; (8) being pinched, cut, or burned by pulleys, clamps, clips, harnesses, cables, and ropes and, (9) infectious diseases and 10) cardiac problems, stroke, loss of consciousness, and other conditions that may be worsened by physical activity. Additionally, Alpine Slide track conditions may vary because of weather conditions.

In consideration for being allowed to participate in some or all of the above activities, I agree to the following:

- (1) to accept all risks, whether specifically listed above or not, including those risks caused in whole or in part by the negligence of Seven Springs, where such risks arise out of or are related to the activities in which I choose to participate.
- (2) to follow all rules, instructions and directions of Seven Springs, including, but not limited to, "Your Responsibility Code" and the "Rules of the Trail" and "Ride Smart". If I do not follow the rules, my ticket may be revoked with no refund of the amount paid by me.
- (5) that use of protective equipment (including, but not limited to, gloves, helmets, harnesses, lanyards, pulleys, and belay devices) is required when participating in the zip line and Segways.
- (6) to waive my right to bring any claims against Seven Springs that arise out of or relate to my participation, and to release Seven Springs from liability for any such claims. This waiver and release includes claims based upon allegations of negligence on the part of Seven Springs. I further agree that I will indemnify, hold harmless, and reimburse Seven Springs for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my participation.
- (7) that the terms of this Agreement are binding on my heirs, executors, administrators and assigns, and shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be litigated in the Court of Common Pleas of Somerset County, Pennsylvania.
- (8) that all rented equipment is accepted by me "as is," and that Seven Springs does not guarantee warranty its safety or its fitness for any particular purpose or use. I also agree to pay all security deposits, breakage fees, or other fees required for equipment rental; and, unless otherwise agreed to in writing, to pay 100% of the cost of repair or replacement (at current retail value) of rental vehicles or equipment.
- (10) I grant Seven Springs permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting the resort. I waive any right to be compensated for the use of my image and release Seven Springs from liability for any claims, where such claims arise out of or related to Seven Springs' use of my image.

Adult Participants: I understand this Agreement and enter into it voluntarily.

Signature _____ Date _____

Parents, guardians, and adults responsible for minor participants: I agree: (1) that I have discussed this Agreement with the minor participant; (2) that paragraph six applies to any claim brought by me on my own behalf related to the minor's participation; (3) that I will pay any amount due under paragraph eight for equipment rented by or for the minor participant; and, (4) I will be responsible for supervising the minor participant to ensure that he or she follows all rules, instructions, and directions of Seven Springs.

Parent/Guardian/Responsible Adult Signature _____ Date _____

PLEASE NOTE: Children must be picked up before close of chosen session. A late charge of \$5.00 per child for every additional 15 minutes beyond session closing will be collected.