



MOUNTAIN CREEK ZIP TOURS

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

By Signing this Document you will WAIVE CERTAIN LEGAL RIGHTS—INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION IN THE EVENT OF AN ACCIDENT
PLEASE READ CAREFULLY

Name of Participant	Last	First	Middle Initial
Address	Street		
	City	State	Zip Code

THIS AGREEMENT is made between **MOUNTAIN CREEK RESORT, INC.** its representatives, agents officers, directors, servants and employees (collectively referred to as "MOUNTAIN CREEK"), and the undersigned (referred to as "I"). MOUNTAIN CREEK AND I agree as follows:

MOUNTAIN CREEK AND I agree as follows:

I, the undersigned (or legal guardians of the undersigned) understand and **EXPRESSLY AGREE** that "Eco-Activities" as defined herein is an inherently hazardous sport that has many dangers and risks. Nonetheless, I wish to participate in this sport and agree to these terms as a condition of my participation.

In this Release Agreement the term "**Eco Activities**" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees and shall include, but is not limited to: use of ziplines, suspension bridges, tree top trails, canopy walkways; hiking, sightseeing and backcountry travel; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to Eco Activities.

I AGREE it is my sole responsibility to view the "Eco-Activities" area **BEFORE** I participate and to not participate if the area or adjacent areas or conditions are not to my satisfaction. I have been informed about and/or made aware of and hereby certify that I, or rider if rider is a minor, meet(s) all admission requirements in terms of height, age, and any other requirement which may exist.

I understand that the parking areas, paths and walkways in and surrounding the "Eco-Activities" area may contain snow, ice or gravel consistent with a mountain environment. I realize that injuries are a common and ordinary occurrence for persons walking, riding and skiing on a ski area's property.

I, **EXPRESSLY AGREE**, as a condition of being allowed to participate in the sport of "Eco-Activities" and to use the premises, that I freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Mountain Creek **FROM ANY AND ALL LIABILITY** for personal injury or death or property damage arising out of or resulting from my participation in this sport.

If participant is a **MINOR**, in exchange for Mountain Creek making the facilities available, the undersigned parent/guardian, to the fullest extent permitted by law, **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mountain Creek from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising or allegedly arising out of or resulting from said minor's conduct. The undersigned (or parent/guardian), hereby expressly **AGREES TO INDEMNIFY** Mountain Creek for **MOUNTAIN CREEK'S NEGLIGENCE**, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned parent/guardian signing below represents to Mountain Creek that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**.

ASSUMPTION OF RISKS: I am aware that participating in Eco Activities involves many risks, dangers and hazards including but not limited to: hiking on rough and uneven terrain; changing weather conditions which may cause the tree top trails, suspension bridges, canopy walkways and Ziplines to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; fear of heights; failure to remain within designated areas; impact or collision with trees, other participants or guides; negligence of other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ECO ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

In exchange for, and in consideration of, Mountain Creek making facilities and the premises available to me for participation in the sport of Eco-Activities, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Mountain Creek arising from my participation in Eco-Activities, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of **THE STATE OF NEW JERSEY** and venue in the state court shall be in **Sussex County**.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which is an essential part of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

I have read the Release Agreement above and confirm that I meet the necessary general health and weight requirements and further agree to be bound by the terms of the Release Agreement.

Signature of Participant :
Date
Signature of Parent/Guardian if under 18 years of age

Witness
Please Print Witness' Name Clearly

Names and weights of children participating in Eco Activities if under the age of 13:

1. _____ lb / kg	2. _____ lb / kg
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