

**ROPES AND CHALLENGE COURSE  
RELEASE AGREEMENT**

**NOTICE OF RISK**

I, the undersigned do hereby understand, acknowledge and agree that my participation in the *Ropes Course* is based on a philosophy of "Challenge by Choice", which means that my or my minor child's participation, and level of challenge in any activity is purely voluntary. I further understand that Team Building, High and Low Ropes, Zip Lines and other climbing related activities as well as the use of kayaks and canoes, contain inherent risks that could lead to permanent serious injury or death. These risks could include, but are not limited to: falling to the ground, falling onto other participants, collisions with equipment or objects, being hit by falling objects, water related hazards, and natural environmental risks. I further understand, acknowledge, and agree that while instruction, rules, equipment, and personal discipline may reduce these risks; the possibility of injury still exist.

*Ropes Course* activities can be strenuous and may offer exercise different than some participants are used to. Roundtop Mountain Resort does not want you to engage in activities that could be detrimental to your health. Therefore we request that you inform your facilitator the day of the event if you or your minor child has any medical issues we should be aware of. I.E. if you are pregnant, have allergic reactions to bee/wasp stings, have asthma, diabetes, or musculoskeletal injuries.

**Please list any medical or health concern that might effect my or my child's participation in *Ropes Course* activities:**

**Anaphylaxis:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**ASSUMPTION OF RISK**

**UNDERSTANDING THE HAZARDS INHERENT TO THE ACTIVITY, I AGREE TO EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME FOR MYSELF AND/OR MY MINOR CHILD, ALL OF THE RISKS INVOLVED WITH THE USE OF THE FACILITIES.**

**RELEASE FROM LIABILITY**

**In consideration of being allowed to participate, I HEREBY AGREE NOT TO SUE, AND TO RELEASE, SKI ROUNDTOP OPERATING CORP., AS WELL AS THEIR OWNERS, 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, GROSS NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF THE SAME. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY RELATED TO INJURY AS A RESULT OF MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.**

I agree to report all injuries to a *Ropes Course* facilitator or other *Ropes Course* staff member before leaving the area.

I further agree that I am granting Roundtop Mountain Resort permission to use my or my minor child's photograph, videotape, motion picture or any other record of my or my minor child's use of its facilities for legitimate business purposes.

I agree that all disputes arising under 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. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

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

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (if under 18)

\_\_\_\_\_  
Date

(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)

\_\_\_\_\_  
E-mail Address