

Waiver and Consent Not to Sue, and Acknowledgement and Assumption of Risk

Please Read Carefully

WARNING

Activities at Catamount Adventure Park involve the use of safety equipment that must be used according to specific directions. It also involves participation in activities that are dangerous and participant herein acknowledges that danger and accepts it. **FAILURE TO HEED ANY OF THE DIRECTIONS AND THESE WARNINGS MAY RESULT IN SEVERE INJURY AND/OR DEATH.** You are responsible for your actions and decisions. Before using the Park you must: 1. Read & understand all Instructions; 2. Get specific training in using the safety equipment and their proper use at the Park; 3. Understand and accept the risks involved.

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I, the undersigned, request permission to participate in the activities of Catamount Adventure Park. In consideration of being permitted to participate, I do release, waive, forever discharge, and hereby covenant not to sue Catamount Adventure Park's organizations, and all companies associated with the Park, their officers, directors, agents, and employees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering or severe injury or death, that may be sustained by Participant or his/her property, whether caused by the negligence or carelessness of the Park or otherwise, while Participant is in transit to and from the Park and engaged in its Activities.

I have signed this Release in full recognition and appreciation of the potential dangers, hazards and risks inherent to using the Park and associated activities thereto and assume the risk of the use of equipment.

I understand and agree that the Park does not have medical personnel or treatment available to Participant. I hereby authorize and grant full permission to secure emergency medical treatment for Participant, if necessary, and further that such action shall be subject to the terms of this Agreement. I understand and agree that the Park makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. We further state that there are no health-related problems or reasons that would preclude or restrict the Participant's participation in these Activities, and that Participant is covered by adequate medical health insurance to provide for any medical costs that may be necessary during the Activity.

Participant's Parent/Guardian further agrees to save and hold harmless, indemnify and defend the Park from any claim by Participant, or Participant's family, or court appointed representative arising out of Participant's participation in the activity described above.

I consent for all purposes to reproduce and use of photographs and video by the Park for advertising. In giving this consent, I release the Park and its nominees and designees from liability for any violation of any personal and/or proprietary right I may have in connection with reproduction or use.

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If any term or provision of this Release shall be held illegal, unenforceable or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. Any and all disputes will be governed by the laws of the state of Massachusetts. Any action regarding this document or any matter involving the Adventure Course must be brought in Superior Court, Berkshire County, Massachusetts or the U.S. District Court, District of Massachusetts.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

I acknowledge that I have read the foregoing.

Participant's Name _____ Signature: _____ Date: _____

In case of emergency, notify: _____ Emergency/Cell Phone: () _____

Age (if Minor) _____ Email: _____
(Write clearly to receive Catamount promotions only)

In case Participant is below 18 years of age:

Print Parent/ Guardian Name

Signature