

*All climbers at Catamount Aerial Adventure Park must complete this waiver and participation agreement*

## **Catamount Aerial Adventure Park Participant Agreement**

**(Including assumption of risks and agreements of release and indemnity)**

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

Please Read Carefully

#### **WARNING**

**Activities at Catamount Aerial 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 Catamount Aerial Adventure 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.**

I, the undersigned, request permission to participate in the activities (the "Activities") of Catamount Aerial Adventure Park (the "Park"). In consideration of being permitted to participate, I do release, waive, forever discharge, and hereby covenant not to sue CATAMOUNT SKI RESORT, LLC, a Massachusetts limited liability company, OUTDOOR VENTURES GROUP, LLC, a Connecticut limited liability company, and CATAMOUNT DEVELOPMENT CORPORATION, a New York Corporation, any other entity participating in the operation of the Park, and all of their subsidiaries and affiliates, and any and all of their agents, servants, successors, heirs, personal representatives, administrators and all other persons, volunteers, employees, related corporations, firms, predecessors and successors in interest participating in the operation of the Park (collectively, the "CAP Released Parties") and 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 CAP Released Parties or otherwise, while Participant is in transit to and from the Park and engaged in the Activities at the Park. I also agree, that in the event that anyone makes any claims against the CAP Released Parties, as a result of my actions or the use of their facilities, that I will indemnify and hold harmless the CAP Released Parties from such claims and related attorney's fees.

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 both the use of the equipment and participation in this activity.

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.

**I understand and certify that I am at least 7 years of age and weigh less than 265 pounds and I have the ability to be properly fitted to a harness. I further understand this activity is not recommended for women who are pregnant.**

Participant's Parent/Guardian further agrees to save and hold harmless, indemnify and defend the CAP Released Parties from any claim by Participant, or Participant's family, or court appointed representative arising out of Participant's participation in the activity described above. If I have executed this Release for another person, I represent that I have complete authority and will indemnify and hold the CAP Released Parties harmless from any claims (including attorney's fees incurred) that the Release was not properly executed by or on behalf of the Participant.

I consent to the reproduction and use by the Park of photographs, videos and other images and sound recordings of me, or the minor participant, without compensation, for advertising or other purposes; and I release the CAP Released Parties from liability for any violation of any personal and/or proprietary right I or the minor participant may have in connection with such reproduction or use.

This agreement will apply to my, or the minor participants, participation in activities at the Park, until replaced or cancelled in writing.

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: \_\_\_\_\_

For Participants below 18 years of age:

\_\_\_\_\_  
Print Parent/ Guardian Name

\_\_\_\_\_  
Signature