

RECREATIONAL INDUSTRIES, INC. d/b/a WISP RESORT

Wisp Outdoors Activities

(Includes Paintball, Bikes and Watercraft use and Rentals)

HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING

ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT YOUR ABILITY TO SUE WISP. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE FACILITY.

Please fill in all information; print as neatly as possible

Name: Last _____ First _____ Age: _____

StreetAddress: _____ City: _____ State: _____

Zip code: _____ Phone Number: _____ E-Mail Address: _____

I understand and am aware that Wisp Outdoors activities are **Hazardous and Dangerous Activities**. I understand that participating in any Wisp Outdoors activity and the use of various equipment related to any Wisp Outdoors activity involves a risk of serious bodily injury and/or death. I, on behalf of myself, my children, heirs, executors or assigns, hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity regardless of any negligence of Wisp or any of its employees or agents.

I understand that there are inherent and other risks involved in participating in a Wisp Outdoors activity. These risks include, but are not limited to: variations in terrain, steepness of terrain, moisture, wet and slippery conditions, dry conditions, rocks, trees, surface imperfections, bare spots, and other forms of forest growth or debris (above or below the surface), lift towers, cables, utility lines, water valves, pipes, poles and guy wires, snowmaking equipment and component parts, fences and control nets and the absence of such fences and nets and other forms of natural or man-made obstacles on and/or off designated trails, routes and riding surfaces, objects in streams, rivers and lakes, leaves, groundhog holes in the turf, acorns, which may be hidden by trees or grass, water breaks across the slope, and other hazards which may be found on alpine ski terrain outside of the winter season. There is also a risk of collisions with such obstacles, equipment and natural objects as well as with other Wisp Outdoors activity participants and watercraft. Surface conditions vary constantly because of weather changes and participant use. I am aware that trail, route and surface marking and maintenance may be in progress at any time. These are only some of the risks of participating in a Wisp Outdoors activity. **All of these and other risks of participating in a Wisp Outdoors activity present the risk of serious and/or fatal injury.**

I accept the use of any Wisp Outdoors activity equipment, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. I agree to assume the risk of injury while participating in this activity even if the Wisp Outdoors activity equipment itself is defective. I will be responsible for the replacement, at full retail value, of any equipment rented or used under this agreement, which is not returned in the reasonably same condition to this location by the agreed date and time. All instructions on the use of my equipment, rented or otherwise, have been made clear to me, and I understand the use and function of my equipment. With regards to Paintball, all participants are issued a marker with hopper and CO2 tank, goggles/arm-band/barrel plug. All instructions on the use of my equipment have been made clear to me, and I understand the use and function of my equipment.

In consideration of being permitted to use Wisp Outdoors facilities, I, on behalf of myself, my children, heirs, executors or assigns, agree to accept the risks of participating in a Wisp Outdoors activity and **agree not to sue Wisp** or any company affiliated with Wisp or its employees or agents if injured, whether fatally or not, while using the Wisp Outdoors activity facilities regardless of any negligence of Wisp, its employees or agents. In the event that I file a lawsuit against **Wisp Resort**, I agree to do so solely in Garrett County, Maryland, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state

I, on behalf of myself, my children, heirs, executors or assigns, agree to hold harmless and indemnify Wisp, its owners, agents, and employees, as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in participating in Wisp Outdoors activity related activities. This provision includes any loss or injuries that result from damages related to the use of any Wisp Outdoors activity equipment or lift. I fully understand that paintball is a physically and mentally demanding activity. I have read and understand the rules of play and will comply with all rules and regulations while participating in paintball. I agree to report all injuries to a Field Referee or other Wisp Outdoors paintball staff member before leaving the area.

I have read the above Contract and Release of Liability Agreement and fully understand it. I understand that participating in any Wisp Outdoors activity is a purely voluntary activity and that Wisp would not allow me or my minor children to participate in any Wisp Outdoors activity if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in any Wisp Outdoors activity and can reject this Release of Liability on behalf of myself and my minor children, but I have voluntarily chosen to sign it. I also agree, while at Wisp, it is possible that my photograph may be taken by a Wisp photographer to be used in various publications.

Signature: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by **Wisp Resort** to participate in its Wisp Outdoors activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **Wisp Resort** from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____