

**BOULDER RIDGE
CHALLENGE COURSE
RELEASE AGREEMENT**

NOTICE OF RISK

I, the undersigned do hereby understand, acknowledge and agree that my participation in the Boulder Ridge Program 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 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 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 exists.

ASSUMPTION OF RISK

UNDERSTANDING THE HAZARDS INHERENT TO THE ACTIVITY, I AGREE TO ASSUME FOR MYSELF AND MY MINOR CHILD, ALL OF THE RISKS INVOLVED.

RELEASE FROM LIABILITY

In consideration of being allowed to participate, I AGREE NOT TO SUE, TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND THE BOULDER RIDGE CHALLENGE COURSE AND SKI LIBERTY OPERATING CORP., ITS OWNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, IN ANY WAY RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME.

I agree that I will advise my facilitator of any medical or health concern that might effect my or my child's participation in the program.

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

PHOTO RELEASE

I hereby grant my permission for Boulder Ridge and Liberty Mountain Resort to use any photograph, film, video tape or sound recording of me for any legitimate business purposes.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of Adams 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.

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)