

# REFRESHING MOUNTAIN CAMP, INC.

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS IS A CONTRACT AND AFFECTS YOUR LEGAL RIGHTS.  
PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE  
YOU SIGN.

I, the undersigned, hereby understand and unconditionally agree, on behalf of myself or, if I am signing this document on behalf of a person who is under the age of eighteen (18) ("Minor"), on their behalf as his/her Guardian, and my heirs, assigns, personal representatives and estate (or those of the Minor if I am his/her Guardian), to all of the terms set forth in this Release and Waiver of Liability and Indemnity Agreement ("Release"). This Release is for the benefit of Refreshing Mountain Camp, Inc. ("Refreshing Mountain" or "RMC") and their respective directors, officers, employees, trusts and agents.

**DESCRIPTION OF THE ACTIVITIES.** The activities, services, programs, and facilities at Refreshing Mountain provide opportunities for adventure recreation, including but not limited to ziplining, aerial excursion courses, elevated obstacle courses, high ropes courses, climbing, rappelling, giant swings (collectively, "aerial activities"), hiking, escape rooms, horseback riding, swimming and swim lessons, archery, slingshots, pedal carts, scavenger hunts, physical challenge courses, playgrounds, domesticated animal encounters, wildlife encounters, and other similar experiences.

The aerial activities include varying combinations of zip lines, sky bridges, obstacles, elevated walkways, stairs, and hikes on uneven inclining and declining terrain. Participants may be exposed to sudden jarring impacts and sudden drops of height along the course. Participants wear safety harnesses and protective gear at all times. Aerial activities have a maximum weight limit of two hundred eighty (280) pounds. Participants must be eight (8) years of age or older on the Aerial Excursion Course, and be five (5) years of age or older to participate in all other aerial activities.

**MEDICAL CONCERNS.** Participants must be reasonably fit, must be able to demonstrate the required skill, and be able to understand all instructions prior to participating in any activity. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior head, neck, or back injuries or other joint and muscular-skeletal problems may impair the safety and wellbeing of participants during the activities, as may medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the participant to be a danger to themselves and others. Participants with underlying medical problems that put them at greater risk of injury or illness during an activity must carefully consider those risks before choosing to participate, and they must fully inform the staff prior to the beginning of the activity. Refreshing Mountain reserves the right to exclude an applicant from participation for medical, safety, and/or other reasons.

**ACKNOWLEDGEMENT OF RISKS.** *(Initial each item below)* IF I DO NOT AGREE WITH THE CONDITIONS BELOW, I WILL NOT USE, AND I WILL NOT LET MY CHILD(REN) USE REFRESHING MOUNTAIN'S FACILITIES.

\_\_\_\_\_(initial) I am physically and medically able to safely complete these activities. I am aware of the medical, weight and age restrictions to participate in the aerial activities, and I certify that I and/or any Minor accompanying me for whom I am Guardian, meet these restrictions. My participation in this activity(ies) is purely voluntary, and I have elected to participate in spite of the risks. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.

\_\_\_\_\_(initial) In consideration for using RMC's facilities as described above and RMC furnishing services and/or equipment to enable me to participate in activities associated with or enter upon the lands of RMC, their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf, I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue RMC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, strict liability, breach of contract, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in these activities or for being upon the lands of RMC.

\_\_\_\_\_(initial) I fully understand the activity or activities involve I(s) risks and dangers of serious bodily injury, including permanent disability, paralysis, and/or death. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of

others participating in the activity or activities, the condition(s) in which the activity or activities take(s) place. I further recognize and agree to inspect each feature and associated facilities and equipment prior to use and read and obey all signs, and written or verbal rules associated with each activity. I further agree and warrant that at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity or activities. There may be other risks and economic and social losses either known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation, or that of the Minor, in the activity or activities.

\_\_\_\_\_(initial) I fully understand and acknowledge that: (A) activities at RMC have inherent risks, dangers, and hazards and such may exist in my use of RMC property and equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability or death; exposure to insect, tick, or snake bites, exposure to extreme temperatures and inclement weather, slips and falls, encounters with animals, collisions with other participants or objects, my physical condition, and injury and illness; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers and agents of RMC, the negligence of participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in RMC activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, misjudgment of a guide or employee, weather, land or course conditions, my ability to participate in the activity, risks of falling from high platforms, stands, or towers, risks of becoming entangled or ensnared with ropes or other equipment, and other hazards and dangers that are integral to or reasonably foreseeable recreational activities that takes place in an outdoor farm or recreational environment; and (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, administrators, directors, agents, officers, members, volunteers or employees, other participants, sponsors, advertisers, and if applicable, owner and lessors of premises on which the activity or activities of RMC take place, or by any other person, and that they may arise from foreseeable or unforeseeable causes.

\_\_\_\_\_(initial) I hereby grant permission to RMC to make and use for promotion or other purposes, photo, video, and/or audio records of my and/or my child(ren)'s likeness and/or voice without recourse or compensation to me or anyone else otherwise.

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE RMC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST RMC EVEN IF THEY NEGLIGENCELY OR BY SOME OTHER ACT OR OMISSION CAUSE THE INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

I understand that this Release shall be governed under the laws of the Commonwealth of Pennsylvania. Any legal action arising hereunder shall be brought and decided exclusively by binding arbitration. If the Court finds any provision of this Release, or portion thereof, to be unenforceable, that provision of the Release will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Release will continue in full force and effect.

I understand that RMC reserves the right, in its sole discretion, to accept or deny services to any person that its owners, agents, or employees deem a hazard to themselves or to others. RMC may terminate my participation in the activity, if it believes me to be incapable of following the instructions, meeting the safety requirements or the rigors of participating in the activity, including but not limited to, any medical or safety reasons. I specifically agree to release RMC from any liability if I am prevented from participating in the activity for any reason whatsoever. RMC may alter its published or announced requirements for participation in its activities and for use of its property at any time and for any reasons that it may deem appropriate.

\_\_\_\_\_  
PRINT Participant's Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINT Guardian's Name (if under 18)

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_(please initial) As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said Minor may participate in RMC activities, and I sign this release on their behalf. In addition, I give RMC permission to treat said Minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or Minor, the expenses are the sole responsibility of the participant.