

# AGREEMENT & WAIVER OF LIABILITY

Name		
Street Address		
Town	State	Zip
Home Phone	Cell Phone	
Local Address (Hotel, Condo)		
Additional guests under 18 y.o . LIST AGE.		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
<p>We do not recommend those persons with back problems, heart conditions, or expectant mothers participate in the zipline or off-road truck activities.</p>		
How or where did you hear about us?↓		

**This Document Affects Your Legal Rights.  
You Must Read And Understand It  
Before Initialing Or Signing It.**

I, the person named herein being above age eighteen, or the legal guardian of the reverse named person who is under 18, in consideration of the services of Alpine Adventures Outdoor Recreation, LLC, (Alpine Adventures), Barron Mountain Enterprises, LLC (Barron Mtn), Alpine Adventures Holdings, LLC (Alpine) and Zipquest Holdings, LLC (Zipquest) and the rate charged for those services, hereby acknowledge, agree, promise and covenant with Alpine Adventures, Alpine, Zipquest and Barron Mtn and its successors and assigns, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

### **Acknowledgement of Risk**

I understand and acknowledge that the activities I am about to engage in voluntarily bear certain risks, which could result in injury, death, illness or disease, physical or mental, or damage as follows:

(1) the nature of the activities themselves, namely: zipline and canopy tours; observation of zipline/canopy tours; transportation to and from the activity by motor vehicle, and all related activities; (2) the particular risks of the activities, including but not limited to the following: personal injury of any sort; property damage; hyperthermia; hypothermia; collision with trees, rocks other natural or man-made obstacles, and/or other vehicles, manufacturer's defects in equipment; obstacles such as branches, trees, cliffs, depressions, gullies and hidden stumps or rocks; rough, muddy or water crossings on the trails; rain storms, hail, lightening and other adverse weather conditions; participant's failure to follow the guide's safety and trail instructions; the unavailability of immediate medical attention in case of emergency; becoming disoriented and lost; insect bites; bee stings; sunburn; animal attacks and bites; participants may encounter jolting, jarring, slipping and shaking traveling in the vehicle; sections of trail are narrow with cliffs, trees, rocks with other natural obstacles on either side of the vehicle and trail which can scrape, catch, tear or otherwise injure or harm property or person if contact occurs; injury is possible if I (con't. on reverse)

CASH \_\_\_\_\_ CHECK \_\_\_\_\_ CREDIT CARD \_\_\_\_\_

DATE \_\_\_\_\_ TIME/TOUR \_\_\_\_\_

WITNESS/ALPINE STAFF \_\_\_\_\_

AGREEMENT

Release and Discharge, Acceptance of Responsibility and Acknowledgement of Risks

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(con't. from front page) does not use harness and helmet and follow Alpine Adventures, Alpine, Zipquest and Barron Mtn safety guidelines; (3) the negligent acts or omissions of Alpine Adventures, Alpine, Zipquest and Barron Mtn, its agents or employees, and other persons or entities; (4) latent or apparent defects or condition in equipment, harnesses, cables, tree platforms, protective clothing or property supplied by Alpine Adventures, Alpine, Zipquest and Barron Mtn or other persons or entities; (5) use or operation by myself or others of equipment supplied by Alpine Adventures, Alpine, Zipquest and Barron Mtn or other persons or entities; (6) the negligent acts or omissions of other participants in this activity and of third parties; (7) weather conditions; (8) contact with water, plants, or animals; (9) my own physical condition or my acts or omissions; (10) condition of roads, trails, waterways or terrain, and accidents connected with their use; (11) first-aid, emergency treatment or other services rendered; and (12) consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to my property.

I warrant and covenant that if I encounter a situation or problem that wasn't covered by the instructions provided by Alpine Adventures, Alpine, Zipquest and Barron Mtn I hereby agree and promise to wait for proper instructions.

**Acceptance of Risk and Responsibility**

Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate, and I elect to participate in spite of the risks.

**Release, Indemnification & Covenant Not To Sue**

I hereby voluntarily release and forever discharge Alpine Adventures, Alpine, Zipquest and Barron Mtn and each of their agents, employees and/or insurers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Alpine Adventures,

Alpine, Zipquest and Barron Mtn, its agents and/or employees, and of all other persons or entities, for any and all injury, death, illness or disease, and damage to my property.

I hereby agree to and shall at all times defend, indemnify and hold Alpine Adventures, Alpine, Zipquest and Barron Mtn and its officers, agents and employees, wholly harmless from any and all losses, costs (including court costs and reasonable attorney's fees), expenses, penalties, response costs, claims, demands, suits by any person, persons, or entities whether or not frivolous), injuries, damages or death and other liabilities of whatever kind or nature, arising out of (directly or indirectly), connected with, incident to or resulting from participation in this activity.

I FURTHER AGREE, PROMISE AND COVENANT NOT TO SUE, ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM AGAINST ALPINE ADVENTURES, Alpine, Zipquest or Barron Mtn, ITS AGENTS OR EMPLOYEES, FOR ANY ACTION, INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE TO MY PROPERTY, ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY.

**Agreement**

I understand that this is the agreement for release and discharge, acceptance of responsibility and acknowledgement of risks between myself and Alpine Adventures, Alpine, Zipquest and Barron Mtn its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Alpine Adventures, Alpine, Zipquest and Barron Mtn or by me.

**Jurisdiction**

Notwithstanding the waiver of liability, release, indemnification and covenant not to sue, which I am signing, I further agree any claim based upon or arising out of this document will be brought in a court located in the state of New Hampshire and be subject to the statutory and common law of New Hampshire.

I have read page 1 and 2 and sign below to show that I understand and agree with its content:

\_\_\_\_\_  
PARTICIPANT'S or GUARDIAN'S SIGNATURE

\_\_\_\_\_  
DATE