

WHITE MOUNTAIN EXPLORATION

ADVENTURE GORGE PARTICIPANT ASSUMPTION OF RISK, RELEASE, PHOTO RELEASE AND AGREEMENT

In consideration of the services of **White Mountain Exploration LLC**, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **WME**), I hereby agree to release, indemnify, and discharge **WME**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the White Mountain Exploration Adventure Gorge that includes ropes course, zip line and other aerial and ground level activities entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

WME programs are based on the "challenge by choice" principle. At any time you and/ or your group are free to withdraw from participation in ropes course activities. **The risk include, among other things, the potential for:** slips, falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

Furthermore, **WME** instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, they might misjudge the weather.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **WME** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **WME** equipment or facilities, including any such Claims which allege negligent acts or omissions of **WME**.

4. Should **WME** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against **WME**, I agree to do so solely in the state of *New Hampshire*, 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 agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I, the undersigned, consent for all purposes to reproduce, sale, and /or use of photographs of the undersigned (with or without the use of the individual's name), by **White Mountain Exploration** and by any nominee or designee of **WME** (including any agency, client, or periodical of other publication) in all forms and media and in all manners, including trade, display, advertising, editorial, art and exhibition. In giving this consent I release **WME** and their nominees and designees from liability for any violation of any personal and/or proprietary right I may have in connection with such sale, reproduction or use.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **WME** on the basis of any claim from which I have released then herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of participant

Printed name of participant

Address

Phone Number

Email

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 **WME** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **WME** 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/Guardian Signature

Printed Name

Date