

**Mountain Adventure Activities at Blue Mountain Resort**  
**Release & Assumption of Risk Agreement**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Please Print Date

**ADDRESS:** \_\_\_\_\_  
Street City State Zip

**E-MAIL:** \_\_\_\_\_

**NOTICE OF RISK**

I, the undersigned, do hereby understand and agree that the mountain adventure activities including, but not limited to **Camping, Camp Fires, Chairlift Rides, The Woods, The Creek, Fishing, Bird Watching, Skateboarding, Zip Lines, Climbing Wall, Laser Tag, Disc Golf, Action Archery, Swimming, Kayaking, Paddle Boarding, Rock Climbing, Aerial courses including The Summit Aerial Park and OMT (On Mt Training) including Trail Hiking, Running, Biking, Yoga, Tai Chi and Obstacles (collectively referred to as Mountain Adventure Activities)** contain inherent and other risks that could lead to serious injury or death. These risks include but are not limited to: falling from or out of the various features; impacting the ground or pavement; traveling at various rates of speed; collisions with other participants, spectators, boats, bikes or vehicles; collisions with natural and man-made objects such as trees, rocks, holes, ditches, fencing, signage, lift equipment, snowmaking equipment, and other equipment on the mountain; falls related to rough or uneven terrain including variations in steepness and surface or subsurface conditions such as slippery walking surfaces and other environmental hazards. Collisions or encounters with Mountain Bikers and Vehicles can occur. Encounters with wild animals can occur.

I further agree to inspect each feature and associated equipment prior to any use. I understand that I will receive instruction related to the use of features where instruction is needed, and I agree to follow or ask for explanation of all the rules, policies and user responsibilities prior to any use of the same. I agree that user information provided by me is true and correct and further agree to adhere to all the feature rider limits.

**I accept for use, AS IS,** the Blue Mountain Adventure facilities including the lifts and other associated equipment. When using the chairlifts, I acknowledge that I am responsible for safely getting myself to the load line, loading the lift, riding the lift, unloading the lift, and moving away from the chair at the top of the lift when unloading.

**ASSUMPTION OF RISK**

Understanding, acknowledging and agreeing to all the risks involved, **I hereby agree to expressly and voluntarily accept and assume for myself and/or my minor child all the risk involved with the use of the facilities.**

**RELEASE OF LIABILITY**

In consideration of being allowed to use the Blue Mountain Adventure Park, **I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY THE TUTHILL CORPORATION DBA BLUE MOUNTAIN RESORT AS WELL AS THEIR OWNERS, AGENTS AND EMPLOYEES IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF THE BLUE MOUNTAIN RESORT.**

Notwithstanding the foregoing, if I sue Blue Mountain, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Blue Mountain and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**If I do not agree with the above, I will not use, and will not let my child use Blue Mountain's facilities**

I, the undersigned have read, understand, and agree to be legally bound by the above release agreement.

**Participant signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
(If a minor [under 18], the signature of a parent or legal guardian is required)

**Parent or Legal Guardian Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
(The signature of one parent or guardian binds both parents or legal guardians in reference to this agreement)

**SEE RIDER LIMITS AND PHOTOGRAPH & VIDEO PERMISSION ON PAGE 2.**

**PLEASE INITIAL EACH SECTION TO CONFIRM THAT YOU HAVE READ AND UNDERSTAND EACH FEATURES HEIGHT, AGE AND WEIGHT REQUIREMENTS. PLEASE COMPLETE THE PERSONAL INFORMATION BOX AT THE END**

---

ZIP LINES

WEIGHT: Maximum weight is 250 lb (113.39 kg)

\_\_\_\_\_  
INITIALS

---

AERIAL PARKS

WEIGHT: Maximum weight is 250 lb (113.39 kg)

\_\_\_\_\_  
INITIALS

**PARTICIPANT'S PERSONAL INFORMATION**

Height: \_\_\_\_\_

Age: \_\_\_\_\_

Weight: \_\_\_\_\_

**By signing below, I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.**

**Photograph/Video Signature** \_\_\_\_\_