

## **NORTHERN LIGHTS ROCK AND ICE INC**

### **Participant Agreement, including Acknowledgment and Assumption of Risks and Agreements of Release and Indemnity**

Please read this document carefully. It contains important information about the Challenge Course program of Northern Lights Rock and Ice, Inc., a Vermont corporation, (“Northern Lights”) and affects the legal rights of all who sign. This document must be signed by each participant in the program (“Participant”) who is over fourteen years of age, AND by a Parent or Guardian (each referred to as “Parent”) of each Participant who is a minor. The Parent signs and agrees for himself or herself and on behalf of the Participant. **This Agreement will expire at the end of the calendar year in which it is signed. Participation in a program of Northern Lights in a later year will require the execution of a new Agreement.**

#### **AGREEMENT TO PARTICIPATE**

In consideration of being allowed to participate in this program, Participant and Parent of a minor Participant, acknowledge and agree as follows:

#### **Activities and Risks**

The activities or program consists of high and low challenge course activities, including artificial and natural rock and ice wall climbing, field games and initiatives and various wintertime activities such as snow tubing, ice skating, snowshoeing, skiing and walking. A challenge course is a network of obstacles, cables, ropes, swings and platforms, some as high as 50 feet off the ground, over which participants may walk and swing, with or without the assistance of other persons. Participants may be assisted (“belayed”) by mechanical friction devices or by other participants or staff, using cables or ropes. These activities require moderate to strenuous physical exertion, balancing, lifting, pulling, pushing and climbing, and reliance on other persons, equipment and man-made structures. The artificial and natural walls may reach heights of twenty five to one hundred feet or more. Hazards and risks include, among others, the following: those associated with active recreation in an outdoor setting, including heat, cold, sleet, snow and rain; slippery or icy and uneven footing; falling objects including branches or limbs, and items dropped by other participants; poisonous and otherwise harmful insects, animals and plants; the possibility of close personal contact with others, which may include inadvertent and unwelcome touching; the carelessness of other participants and staff, and the failure of structures and equipment, including the failure of mechanical and personal belays; collisions with other people and objects, abrasions, cuts, lacerations and puncture injuries, including from sharp crampons, ice tools, ropes and structures; and falls and other injuries resulting from being on and moving about the premises on which the activities are conducted. Northern Lights may hire independent contractors to perform certain services in connection with the program. While Northern Lights believes these persons, who are not employees of Northern Lights, are competent, they, and not Northern Lights, are responsible for their acts or omissions which might cause a loss to a participant or parent.

The hazards and risks described above, and others, are inherent in the program and related activities of Northern Lights and cannot be eliminated without significantly changing the value and nature of the activities. Participant and Parent understand that these and other hazards and risks may result in loss or damage to personal property, and personal injuries, including falls, abrasions, sprains, breaks, and other emotional and physical injuries, and, in extreme cases even death.

Participant or Parent has described on the health or medical form provided by Northern Lights all medical conditions, which might cause Participant to be a risk to him or herself or to others in the program. No other such conditions exist. Participant, and Parent, understands that it is his or her sole responsibility to determine the Participant’s suitability, medical or otherwise, for the activities of the program.

#### **Assumption of Risks**

Participant and Parent acknowledge and assume all risks of the activities, inherent or otherwise and whether or not described above. If Participant is a minor, Parent has discussed the activities and their risks with the Participant and Parent represents that Participant understands the activities and their risks, including the fact that certain risks cannot be anticipated, and wishes to participate nevertheless. Parent consents to participation

by Participant and Parent and Participant have signed below to reflect their understanding of the activities and risks, their assumption of them and the desire of Participant to voluntarily participate.

### **Agreements of Release and Indemnity**

Participant, if an adult, or Parent, for himself or herself and on behalf of the Participant, to the maximum extent allowed by law, agrees to release and hold harmless Northern Lights, their respective owners, directors, officers, employees, agents and contractors (“Released Parties”) from any and all claims which Parent or Participant may now have or acquire in the future, including claims of negligence (but not of gross negligence or intentionally wrongful conduct), as a result of or arising in any way from Participant’s enrollment or participation in this program or any activities of Northern Lights.

Participant, or Parent, further agrees to protect and indemnify (that is, pay any judgments, costs, and attorney’s fees) Northern Lights and the other released parties from any claim (including a claim of negligence but not of gross negligence or intentionally wrongful conduct) of any person, including (but not limited to) rescuers, the minor Participant, other participants in the activities of Northern Lights and members of Participant’s family, arising from Participant’s enrollment or participation in activities of Northern Lights.

### **Other**

Adult Participant, pr Parent, agrees to reimburse or pay any and all costs of Northern Lights or any other Released Party associated with defending a claim brought by or on behalf of Participant or Parent , to the extent that claim is dismissed or otherwise found by a court of competent jurisdiction to be without merit. In the event of a dispute between Parent or Participant and Northern Lights or any released party, Adult Participant, or Parent for himself or herself and on behalf of the child, agrees that such dispute will be mediated in a good faith effort to resolve that dispute. Unless otherwise agreed in writing, any mediation or suit may be conducted or filed only in Chittenden County, Vermont, and the laws of Vermont will apply to any such dispute, excepting only the laws of Vermont which may apply the laws of another jurisdiction.

Participant, or Parent, hereby consents to Northern Lights either administering or obtaining medical care for Participant in the event of an injury, illness or accident requiring medical attention during the activities of Northern Lights. Participant or Parent authorizes Northern Lights to exchange with any third-party medical care giver such information regarding Participant’s medical history or conditions as may be deemed important to either of them. Participant, if an adult, or Parent agrees that he or she is solely responsible for any hospital, medical or other costs arising out of an injury or other loss sustained by or caused by Participant’s participation in activities of Northern Lights. Participant and Parent understand that the activities described herein and all aspects of them are purely voluntary and Participant may choose not to participate. The agreement is intended to be binding, to the full extent of the law, on all who sign, their estates and executors. If any part of this agreement is deemed by a Court of competent jurisdiction to be unenforceable, the remaining parts of the Agreement will remain in full force and effect. This agreement may be amended only in writing.

Unless consent is denied, as follows, Northern Lights may use photographic or other images of Participant for marketing or any other purpose deemed reasonable by Northern Lights. ( ) Initial if consent is denied.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Parent or Guardian (if Participant is a minor)

\_\_\_\_\_  
Email Address