

Participation Agreement

PLEASE READ CAREFULLY BEFORE SIGNING. THE WORDING ON THIS AGREEMENT MAY NOT BE ALTERED. ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT PARTICIPATE.

Please fill in all information, PLEASE PRINT as neatly as possible.

Name: Last _____ First _____ Weight: _____ lbs. Age: _____

Street Address: _____ City: _____ State: _____

Zip code: _____ Phone Number: _____ E-Mail Address: _____

I and/or one or more minors for whom I am responsible have decided to engage in one or more of the following activities ("the ACTIVITIES"): Snow Tubing, Mountain Coaster, Aerial Activities (Chipmunk Challenge, Spider Monkey, Flying Squirrel), Scenic Chairlift Ride, Archery, Disc Golf, Gem Mining, Miniature Golf, Watercraft Rentals, or Playground.

In consideration for myself and/or any minor(s) for whom I am responsible being allowed to participate in one or more of the ACTIVITIES, I, and any minor(s) for whom I am responsible, agree to the following terms:

RELEASE FROM LIABILITY: On behalf of myself and any minor(s) for whom I am responsible, I unconditionally release from all liability, Everbright Pacific, LLC d/b/a "WISP Resort" and its members, directors, owners, employees, representatives, agents and affiliates, (collectively, "WISP") for any claims for damages, illness, injury, or death arising out of or relating to participation in any of the ACTIVITIES. This release also encompasses liability arising from or relating to the negligence of WISP, liability arising out of or relating to exposure to infectious diseases, and liability arising out of or relating to the condition of, or the use of, rented equipment.

WAIVER OF RIGHT TO SUE: On behalf of myself and any minor(s) for whom I am responsible, I unconditionally waive the right to sue WISP for damages, illness, injury, or death arising out of or relating to participation in any of the ACTIVITIES. This waiver also encompasses claims arising from or relating to the negligence of WISP, claims arising out of or relating to exposure to infectious diseases, and claims arising out of or relating to the condition of, or the use of, rented equipment.

ACCEPTANCE OF THE RISKS: I understand and am aware that participating in one or more of the ACTIVITIES entails inherent and other risks, which could result in illness, physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity in which I am participating. **These risks include, but are not limited to:** exposure to infectious diseases, defective or improperly fitted, adjusted or sized rental equipment, falls, rope burns, pinches, variations in ground conditions on trails, steepness of terrain, ice and icy conditions, dry and wet conditions, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, slick spots, chair lifts, lift towers, cables, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, fences and control nets or their absence, and other natural or man-made obstacles. There is also a risk of collisions with such obstacles, equipment, and natural objects as well as with other participants. In addition, there is a risk of illness, injury or death caused by the negligence of WISP. **I ACCEPT THESE RISKS FOR MYSELF AND FOR ANY MINOR PARTICIPANTS FOR WHOM I AM RESPONSIBLE.**

RENTAL EQUIPMENT: I understand and agree that any equipment I or any minor for whom I am responsible may rent is accepted as is, with no warranties, express or implied. I agree that I have full responsibility for its care while the equipment is in my possession or the possession of a minor for whom I am responsible. I will be responsible for the replacement, at full retail value, of any equipment rented or used under this agreement, which is not returned in the same condition as it was at the beginning of the rental by the agreed time.

RULES AND ABILITY TO OPERATE EQUIPMENT: I have read the posted rules and agree to abide by them and to explain them to any minor participant for whom I am responsible. I will always follow the instructions of the guide and will not engage in any careless or reckless behavior. I represent that I (and any minor for whom I am responsible) am not under the influence of alcohol or drugs, including prescription drugs that may affect the ability to participate in any of the ACTIVITIES. I represent that there is nothing preventing me or any minor for whom I am responsible from safely operating and controlling equipment I or the minor may rent or use.

INDEMNIFICATION OF WISP: If any third party brings a claim against WISP for damages of any sort, whether such claim is in the form of an informal communication or in the form of a civil action; and, the claim in whole or in part arises out of or relates to acts or omissions committed in the course of participating in ACTIVITIES by me or by any minor for whom I am responsible, I agree to indemnify and hold WISP harmless for all such damages sought, including but not limited to WISP's attorney's fees and costs.

VENUE AND APPLICABLE LAW: In the event that I file a lawsuit against WISP, I agree to do so solely in the Circuit Court of Garrett County, Maryland, and I further agree that the substantive law of Maryland shall apply.

USE OF IMAGES: I understand that while I or any minor for whom I am responsible participate in ACTIVITIES, WISP may capture my photographic or video image and use such images for promotional or publicity purposes. In consideration for being permitted to participate in ACTIVITIES I agree that WISP has all rights to such images, without prior notice to me and without any further consent by me or by the minor(s) for whom I am responsible.

SAVINGS CLAUSE: 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.

ADULT PARTICIPANTS SIGN HERE TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT.

Signature of **ADULT** Participant: _____ Date: _____

IF YOU ARE NOT SIGNING FOR ONE OR MORE MINOR PARTICIPANTS, STOP!

IF YOU ARE SIGNING FOR ONE OR MORE MINOR PARTICIPANTS, COMPLETE THE FOLLOWING TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT ON BEHALF OF MINOR PARTICIPANT(S):

| MINOR'S NAME(S) | ADDRESS(ES) | AGE(S) | WEIGHT |
|-----------------|-------------|--------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

ADULT Name (print): _____

Signature of **ADULT**: _____ Date: _____