

Event Release

HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING. THE WORDING ON THIS RELEASE MAY NOT BE ALTERED
ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE
SET FORTH BELOW AND WILL PREVENT YOUR ABILITY TO SUE WISP RESORT. IF YOU DO NOT AGREE WITH
THESE CONDITIONS THEN DO NOT USE THE FACILITY.

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

Name: Last _____ First _____ Age: _____

Street Address: _____ City: _____

State: _____ Zip Code: _____ Phone Number: _____

E-Mail Address: _____

I understand and am aware that events are **Hazardous and Dangerous Activities**. I understand that participating in events and the use of various equipment related to events involve a risk of serious bodily injury and/or death. **I, on behalf of myself, my children, heirs, executors or assigns, hereby unconditionally release from all liability, indemnify and hold harmless Wisp Resort and its owners, representatives, agents, affiliates, partners, officers, directors, servants and employees of and from any claims for damage, injury, or death resulting from participating in these activities.**

I understand that there are inherent and other risks involved in participating in events, including the use of lifts, load and unload areas and all surfaces. These risks include, but are not limited to: variations in snow, steepness of terrain, ice and icy conditions, wet and slippery walkway conditions, dry conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, cables, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, fences and control nets and the absence of such fences and nets, rails and terrain park features and other forms of natural or man-made obstacles on and/or off designated trails, raceways and skiing and snow surfaces. There is also a risk of collisions with such obstacles, equipment and natural objects as well as with other events participants. All surface conditions vary constantly because of weather changes and participant use. I am aware that snowmaking and snow grooming may be in progress at any time. These are only some of the risks of participating in events. All of these and other risks of participating in events present the risk of serious and/or fatal injury.

I accept the use of any events equipment, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. **I agree to assume the risk of injury while participating in this activity even if the event equipment itself is defective.**

In consideration of using Wisp Resort facilities I, on behalf of myself, my children, heirs, executors or assigns, hereby unconditionally release from all liability, indemnify and hold harmless Wisp Resort and its owners, representatives, agents, affiliates, partners, officers, directors, servants and employees of and from any claims for damage, injury, or death resulting from participating in these activities as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in skiing. This provision includes any loss or injuries that result from damages related to the use of the equipment or the ski lifts.

In the event that I file a lawsuit against **Wisp Resort**, I agree to do so solely in Garrett County, Maryland, 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 have read the above Contract and Release of Liability Agreement and fully understand it. I understand that participating in any event is a purely voluntary activity and that Wisp Resort would not allow me or my minor children to participate in any event if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in any event and can reject this Release of Liability on behalf of myself and my minor children, but I have voluntarily chosen to sign it. I also agree, while at Wisp Resort, it is possible that my photograph may be taken by a photographer to be used for marketing and promotional purposes. I verify that this form was not altered, edited, changed or compromised from time of download to signing and submission.

Signature: _____ Date: _____

Signature of Parent or Guardian if under 18: _____