RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please note that by assigning this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Blue Mountain Adventure Park and its directors, officers, employees, relatives, representatives, and agents (collectively called "the Agents").

Participant Last Name	Participant First Name
Parent/Guardian Last Name (if under 18)	Parent/Guardian First Name (if under 18)
Street/Box Number	City/Town
Province/State	Email
Age/Date of Birth	Emergency Contact

I hereby sign this agreement on behalf of myself, my personal representatives, heirs, and assigns.

1. I agree as a precondition to my participation in all the events organized by Blue Mountain Adventure Park and/or "the Agents" including, but not limited to: zip lining, climbing wall, high ropes, tubing, challenge course, hiking, orienteering, canoeing, kayaking, swimming, skating, chalet rental, cabin rental, cross-country skiing, and any other activities at Blue Mountain Adventure Park. (Collectively referred to as "the Activities") and in further consideration of "Blue Mountain Adventure Park" allowing me to do so that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity ("the Agreement").
2. I acknowledge that "the Activities" involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against Blue Mountain Adventure Park and "the Agents" and release Blue Mountain Adventure Park and "the Agents" from **all liability** for injury, death, property damage, or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "Blue Mountain Adventure Park" and/or "the Agents".
5. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "Blue Mountain Adventure Park", even though "the Agents" are not formal parties to "the Agreement".
6. I consent to the use of my name, portrait, picture or photograph as part of Blue Mountain Adventure Park Photo Bank. This is a collection of images of Blue Mountain customers and employees, intended to showcase the available activities. The images in this collection may be used on Blue Mountain Adventure Park website (www.explorebluemountain.com) as well as in promotional products, such as publications, CD-ROMs, DVDs, displays, pamphlets and presentations. I understand that my portrait, picture or photograph will be included in this image bank for a maximum of three years. In addition, should I wish to have my portrait, picture or photograph removed from Blue Mountain Adventure Park photo bank, I am to contact them via email directly at: bluemountain.sk@gmail.com I agree that I shall have no claim against Blue Mountain Adventure Park or against anyone accessing or using images from this collection.

☐ I consent to the use of my email address for the purpose of receiving promotional and/or marketing information from Blue Mountain.

I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE BLUE MOUNTAIN ADVENTURE PARK AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND INDEMNITY FOR ALL CLAIMS.

_____ _____ _____

Signature of Participant | Witness of signature and name | Date

IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT, I HAVE READ AND UNDERSTAND AND AGREE TO EXECUTE "THE AGREEMENT" ON BEHALF OF THE CHILD/WARD. I HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS BLUE MOUNTAIN ADVENTURE PARK AND AGENTS FOR ANY AND ALL CLAIMS, BY OR ON BEHALF OF OUR SAID CHILD IN RESPECT OF OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, AS IT RELATES TO ALL THE EVENTS ORGANIZED BY "BLUE MOUNTAIN ADVENTURE PARK" AND/OR "THE AGENTS".

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Name of Child

_____ _____ _____

Signature of Parent/Guardian | Print Name | Date