

# RULES FOR TREETOP ADVENTURE COURSE AND ZIPLINES AT SKYTOP LODGE

Harness #

I agree to the following rules:

1. My course guide has the discretion to lower me to the ground and end my session at any time.
2. **I will follow the direction given to me on the demo course, even if I am a returning guest. Refunds will not be granted once I depart from the Adventure Center building to undertake the treetop course or zip line.**
3. **I will follow the instructions of the Guide staff.** Failure to follow the instructions of my Guide or the inability to stay focused on the safety requirements will result in the ending of my session. NO refund will be given for safety violations.
4. If I fall during the course and am unable to easily get back on the course, I will call for help "GUIDE, GUIDE, GUIDE!" and wait for my Guide to assist me.
5. I will not walk under the course. I will stay on the marked trails when I am on the ground.
6. I will wear appropriate footwear, not sandals. **Long hair must be tied back.**
7. Taking any property onto the course may result in it being damaged or lost, I do so at my own risk.
8. No clothing may be tied around the waist or otherwise be too loose that it could become caught on the equipment.
9. All supplied equipment will be returned immediately after its use. Other guests are waiting to use it. I am responsible for any damage to equipment due to negligence or unsafe acts and I will be charged to replace damaged or lost equipment. **Failure to return the supplied equipment or damage to equipment will result in a \$750 equipment charge.**
10. All participants should make a stop at the restrooms before going through the course. There are no restroom facilities on the course.
11. **One adult** may take **up to three children under the age of 16 years** with them on the course. A ratio of at least one participating adult to three participating children must be maintained.
12. I understand that in the event of thunder and/or lightning, the guides will evacuate everyone from the course. If my group has completed the first two courses, no refund or rain check will be given, nor will we be rescheduled. If my group has started the course but not completed the first two courses, we will be rescheduled. Refunds will only be given for groups that have not started the course, and a receipt must be in possession of the guest.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Tel.: (    ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date of birth: \_\_\_\_\_(day)/ \_\_\_\_\_(month)/ \_\_\_\_\_(year)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SKYTOP LODGE CORPORATION also d/b/a SKYTOP LODGE**  
**(Hereafter referred to as “Resort”)**  
**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**  
**Treetop Adventure Course and Zip Lines at Skytop Lodge**

Print name (and age) of participant: \_\_\_\_\_  
\_\_\_\_\_ (collectively, “Participants”).

For the protection of all participants’ safety and well-being while using the Treetop Adventure Course and Zip Lines at Skytop Lodge (the “Activity”), Resort strongly recommends that Participants consider whether they have certain pre-existing medical conditions (“Health Conditions”) before they participate in the Activity. Examples of Health Conditions include, but are not limited to: hearing and visual impairment, pregnancy, respiratory conditions, back, neck, and shoulder issues, epilepsy, motion sickness, heart conditions, intoxication, and other pain and physical limitations that could be exacerbated by a fall or collision. Participants acknowledge that it is their sole responsibility to determine whether they are physically and mentally able to participate in the Activity based on Health Conditions and their prior experience with similar recreational Activity. Participants further acknowledge that they understand that Participants are solely responsible for any adverse effects relating to Health Conditions.

Participants acknowledge that there are hazards and risks relating to the Activity, which is an elevated zip line course requiring the use of safety harnesses and lines. Examples of such risks include: falls from elevated positions, high-speed collisions with permanent objects, tangling equipment, equipment failure, inappropriate attire, and weather conditions. Participants further acknowledge that some of these risks and hazards are inherent and cannot be eliminated without jeopardizing the essential qualities of the Activity. Participants warrant that they have considered these risks and hazards before participating in the Activity and will take safety precautions relating to same.

Resort may provide warnings and instructions to Participants. Participants who fail to comply with these warnings and instructions do so at their own risk.

Participants also acknowledge that there are hazards and risks inherent to transportation to and from the Activity. Examples include: (1) manufacturing defects in the Resort’s vehicles; (2) road conditions; and (3) the acts and omissions of other drivers and pedestrians. Participants warrant that they have considered these risks and hazards before agreeing to be transported to and from the Activity. Participants are required to wear seatbelts while being transported to and from the Activity in a vehicle containing seatbelts. Participants agree to comply with all warnings and instructions provided by Resort during transportation to and from the Activity. Participants who fail to comply with these warnings and instructions do so at their own risk.

**Participants agree that they release any and all claims they may have against the Resort and its related entities, representatives, employees, and independent contractors (collectively, “Releasees”) for personal injury, property damage or loss, and death having a connection to Participants’ participation in the Activity or to the transportation of Participants to and from the Activity, regardless of whether the claims are caused by the negligent or other unintentional misconduct of Releasees, except for gross negligence.**

**Participants agree to defend, hold harmless, and indemnify Resort from and against all third-party losses, claims, or suits (including reasonable attorneys’ fees and expenses) having a connection to Participants’ participation in the Activity, regardless of Releasees’ negligence or other unintentional misconduct, except for gross negligence.**

To the extent that any provision or clause of this Agreement is held invalid, illegal, or unenforceable, the remainder of the Agreement shall remain valid, legal, and enforceable. This Agreement shall be governed by and interpreted under the laws of the State of Pennsylvania, without regard to any choice-of-law principles. Courts in the State of Pennsylvania shall have exclusive jurisdiction of any dispute between the parties relating to this Agreement.

By signing below, each Participant over the age of 18 years warrants that he or she has read and fully understand this Agreement, given up substantial rights, and signed it of his or her own free will. Any Participant who is a parent or legal guardian and signs this Agreement, so that a child(ren) under the age of 18 years or a legal ward may participate in the Activity, acknowledges that he or she consents to all terms, including the release of liability, on his or her own behalf and on behalf of the child(ren) or legal ward, to the fullest extent permitted by law.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature of parent or legal guardian for underage Participants \_\_\_\_\_

Date \_\_\_\_\_

### **EMERGENCY CONTACT INFORMATION**

*Person to contact in case of emergency:* \_\_\_\_\_

*Relationship:* \_\_\_\_\_ *Telephone:* (    ) \_\_\_\_\_

### **RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

*Initial to acknowledge receipt of Release of Liability, Assumption of Risk, and Indemnification Agreement:* \_\_\_\_\_

### **RULES FOR TREETOP ADVENTURE COURSE AND ZIPLINES AT SKYTOP LODGE**

*Initial to acknowledge receipt of Rules for Treetop Adventure Course and Ziplines at Skytop Lodge:* \_\_\_\_\_