

**ZIPLINE GUIDED ACTIVITIES
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND RELEASE OF LIABILITY
(Please Read Carefully Before Signing)**

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I understand that participation in zipline activities involve significant risks which include, but are not limited to, falling or slipping, impacting objects or being impacted by objects, equipment malfunction, equipment misuse by me, other participants or employees, natural, mechanical and environmental conditions and risks, any of which may independently, or in combination with the participant's action, cause serious personal injury, death or property damage to the participant or others. I agree that I alone am responsible for my safety while participating in zipline activities, and that Boyne USA, Inc, Sugarloaf Mt. Corp., their employees, affiliates or any person or entity associated with them are not responsible for my safety. I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS, including the risk of death, injury or damage to person or property associated with participation in zipline activities. I agree to accept the conditions as they exist even though I may have chosen not to inspect the locations, facilities and equipment as well as to accept and abide by the rules and regulations of the outdoor guided activities.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I hereby agree for myself, my heirs and for anyone on my behalf, to the fullest extent allowed by law, to RELEASE, INDEMNIFY AND HOLD HARMLESS Boyne USA, Inc, Sugarloaf Mountain Corp., their owners, directors, officers, employees, agents, representative, affiliates, successors and assigns (hereinafter collectively referred to as " Boyne Resorts") from any and all responsibility and legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in outdoor guided activities, whether such injury or damage was foreseeable, including any claim regarding design or maintenance of the premises, design or condition of any equipment utilized while engaged in zipline activities, or any other cause or claim arising from participation in outdoor guided activities, including any claims of breach of contract or other legal theory, including NEGLIGENCE.

PROMISE NOT TO SUE

I PROMISE TO NOT SUE, and to INDEMNIFY, HOLD HARMLESS AND DEFEND Boyne Resorts for any claim of injury, damage or death which may occur from my participating in zipline activities. Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, INCLUDING LEGAL FEES incurred by Boyne Resorts and that if a claim or action is brought, it shall be submitted to the jurisdiction of the State or Federal Court in the State of Maine, and no other jurisdiction, and shall be governed by the laws of the State of Maine.

PHOTOGRAPHY & VIDEO RELEASE

In consideration of my participation in outdoor guided activities, I hereby authorize and give full consent to Boyne Resorts to copyright or publish all photographs and video in which I, the undersigned, appear while enrolled as a participant in any and all of such programs or activities. I further agree that these photographs and video may be used for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

PARENT/GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for minor participant(s) participating in zipline activities, on behalf of whom this agreement is entered, I verify that I have the authority to enter this agreement on behalf of the minor child(ren). I have read, understood and agree that the minor child(ren) or anyone on behalf of the minor child(ren), including me, is bound by the terms of this agreement. Furthermore, if a claim or action is brought in contravention of this agreement, including any claim alleging NEGLIGENCE, I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND Boyne Resorts for any and all expenses incurred, INCLUDING LEGAL FEES, and any DAMAGES for which they may be adjudged legally liable to pay.

I have carefully read and understand this agreement is a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon me, my heirs, agents and assign, that it is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

