

MOUNTAIN SPORTS ACTIVITY

ASSUMPTIONS OF RISK, RELEASE, FORUM SELECTION AGREEMENT

Big Rock, 37 Graves Road, Mars Hill ME 04758; Phone: (207)425-6711

1. All types of mountain sports activities involve "Inherent Risks". I understand that hiking, alpine skiing, snowboarding, snowmobile racing, mountain biking and other mountain sport activities ("Mountain Sports") in which I participate at Big Rock Mountain ("Big Rock") are hazardous with many inherent risks and other dangers which may result in injuries and/or death. I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, and/or death which occurs at Big Rock and which results from my participation in Mountain Sports.
2. The term "Inherent Risk" includes but is not limited to, falls from height, slips, trips, stumbles, and falls; collisions, crashes and/or other accidents resulting from and/or related to variations in terrain, rocks, bumps, ruts, waterbars, tall and/or slippery grass, trees, tree roots, forest growth, rocks, boulders, logs, uneven and/or variable trails, routes, and/or roadways; changes in surface and subsurface conditions and/or foliage; equipment malfunction; excessive speed and/or loss of control; changes in weather; activities and/or inattention of other Mountain Sports participants; errant impacts with snow making equipment, pipelines and collisions with buildings, trees, structures, and/or vehicles.
3. The term "Participant" as used throughout this AGREEMENT includes but is not limited to mountain bikers, hikers, climbers, mountain coaster riders, snowmobile racers, tour participants and any other recreational users at Big Rock regardless of the Mountain Sports activity and/or season.
4. By signing the AGREEMENT, the Participant:
 - a. ASSUMES ANY AND ALL RISKS OF INJURY OR DEATH
 - b. WAIVES, RELEASES, to the fullest extent allowed by law, and AGREES NOT TO SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Big Rock, its subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents that are based on, arise out of, or result from, in whole or in part, participation in any Mountain Sports activities, INCLUDING ANY CLAIMS THAT BIG ROCK AND/OR ITS STAFF ACTED NEGLIGENTLY.
 - c. INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS, to the fullest extent allowed by law, from any and all claims, demands, actions, causes of action, losses, or liabilities whatsoever arising from or related to participation in any Mountain Sports and any loss, damage, injury, and/or death, that may be sustained by the Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any indemnified party in defending an investigation claim, or suit brought by or on behalf of undersigned.
5. I agree to abide by all instruction and rules of conduct posted or provided.
6. I agree it is my sole responsibility to view any activity prior to participation and to not participate if the area, adjacent areas and/or conditions are not to my satisfaction.
7. I consent to the use of any pictures (video or print) for commercial purposes in conjunctions with these activities, without restriction as to frequency, duration or medium.
8. I hereby certify that I am physically fit and have no medical conditions, limitations, or allergies that affect my ability to participate in any form of Mountain Sports which I sign up for.
9. I further agree that any dispute arising from any use by me of any of the facilities at Big Rock shall be litigated exclusively in the Aroostook County Superior Court.
10. I further certify that any minor children under the care and custody of Participant will be supervised at all times by Participant, a parent, legal guardian and/or a designated supervising adult. Participant warrants that neither Participant nor any minor(s) under his/her care and custody have any known medical conditions or disabilities which may be incompatible with participation in Mountain Sports. PARTICIPANTS UNDER THE AGE OF 6 MUST AT ALL TIMES BE RESPONSIBILITY OF AND BE IMMEDIATELY ACCOMPANIED BY RELEASOR and/or the minor's parent or legal guardian. I agree by signing this document on behalf of any minor of any age. I represent and guarantee that I have full authority to do so realizing the full binding effect of this Agreement on myself as well as the minor.

Participant

Signature

Date

Parent/Guardian

Signature

Date