

Greek Peak Mountain Resort Adventure Center
ASSUMPTION OF RISK AGREEMENT
PLEASE READ CAREFULLY
THIS MAY AFFECT YOUR LEGAL RIGHTS

1. Express Assumption of Risk.

I understand that participation in the Adventure Center activities, including but not limited to use of the Zip Lines, High Peaks Aerial Challenge Course, Peak Plunge, Teambuilding Activities, Mountain Coaster, Snow Tubing, Bounce Houses, Climbing Walls, Laser Tag, and Mountain Bike Park involve significant risks of serious injury or death from, including but not limited to, falling, slipping, jolting, jarring or shaking, impacting man made or natural objects or being impacted by such objects, equipment malfunction, adverse weather conditions, natural elements, including, but not limited to, trees, rocks, stumps, and uneven terrain, dizziness, fatigue, encounters with plants, insects or animals, contact with other participants or their personal property, physical exertion, and falls. I acknowledge that I have sufficient skills and am in adequate physical condition to participate in these activities, and that I understand and accept the risks of serious injury or death.

2. Participation of Minor.

I am the parent or guardian of the minor on whose behalf I have signed this agreement. I have explained the risks inherent in the Adventure Center activities to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.

3. Right of Privacy Release.

I agree to the photographing, filming or videotaping of my appearance while visiting Greek Peak and the reproduction of such materials by Greek Peak Holdings and its corporate affiliates ("Greek Peak") for Greek Peak's marketing materials ("Materials").

I agree that Greek Peak is, and will be, the sole owner of all rights in and to the Materials and the reproductions thereof. Greek Peak shall have the right, among other things, to reproduce the Materials one or more times for any and all lawful purposes, including the promotion of Greek Peak's business. Greek Peak shall also have the right to use my name, portrait, picture and biographical material for such purposes.

I agree to hold Greek Peak and any third parties harmless against any liability, loss or damage, including reasonable attorneys' fees caused by, or arising from, the photographing and reproduction of my appearance for the Materials.

4. Effect on Legal Rights.

I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its contents. I am aware that the agreement includes an express assumption of risk. I understand that this agreement may affect legal claims for damages in the event of death or any injury to me or my child. I acknowledge that any questions I or my child have about this agreement or the risks inherent in participating in the Adventure Center activities have been answered to my and my child's satisfaction. I have signed this document of my own free will.

5. Controlling Law/Venue.

I agree that the terms of this agreement are binding on me and my child and shall be governed by the Laws of the State of New York. I also agree that any legal action relating to my or my child's participation in the Adventure Center activities will be brought in the New York State Supreme Court, County of Cortland or the United States District Court for the Northern District of New York.

6. Incllement Weather

I understand that hours and activities of Greek Peak Adventure Center are dependent upon weather. No guarantees or refunds will be distributed.

Height, Weight and Age Requirements

- **Mountain Coaster**

*The rider must be at least 54 inches tall to ride alone.

*The rider must be at least 38 in. tall and 3 years old to ride with a companion who is 16 years of age or older.

*To ride double, at least one rider must be 54 in. tall and/or 16 years of age at our discretion, with the taller rider in back.

*There is a maximum combined weight of 350 lbs. per car (330 lbs. in wet weather.)

- **Zip Lines**

*Participants must be at least 7 years of age and 48 in. tall to ride.

*Weight restrictions are 60 lbs. minimum, 270 lbs. maximum.

- **Eurobungy**

*Participants must be 32 in. tall to use the eurobungy jump.

*Weight restrictions are 40 lbs. minimum, 200 lbs maximum.

- **High Peaks Aerial Challenge Course & Peak Plunge Jump Bag**

*Green: Participants must be at least 7 years of age and 48" tall; between the weights of 60 & 270 lbs.

*Blue: Participants must be at least 7 years of age and 60" tall; between the weights of 60 & 270 lbs

*Black: Participants must be at least 15 years of age and 60" tall; between the weights of 60 & 270 lbs

*Peak Plunge Jump Bag: Participants must be at least 9 years of age and 48" tall; between weights of 60 & 270 lbs.

- **Bounce House/ Kiddie Climbing Wall**

*Participants must be at least 3 years of age and between 36 in. and 60 in. tall.

- **Laser Tag**

*Participants must be at least 6 years of age.

- **Snow Tubing**

*Participants must be at least 3 years of age and at least 42 in. tall.

*Only one person per tube and one tube per lane

Date

Print participant Name

Participant Signature

If Participant is below 18 years of age:

Print Parent/Guardian Name

Signature

(_____) _____

Phone #

Zip Code

E-mail