

**Aerial Adventure Park
ACKNOWLEDGMENT OF RISK AND DUTY OF CARE**

I am signing this document as a condition to my participation in one or more of the recreational activities available at Whitefish Mountain Resort. My signature on this document represents my express acknowledgment that the activities in which I may choose to participate involve risks and that I could suffer injury or death while participating. I also understand that I have the right and opportunity to investigate the risks and to inspect the facilities, location or equipment associated with the activity or activities.

I am voluntarily participating in the activity or activities with an understanding of the risks and despite the existence of the risks. I choose to participate in the activity or activities even though I know they are risky. I acknowledge my personal responsibility to advise myself of the risks of the activity or activities and to act reasonably under the particular circumstances of my participation. I agree to act responsibly and reasonably. I acknowledge the application of the Montana Recreation Responsibility Act, Title 27, Chapter 1, Part 7, MCA.

I agree that this Acknowledgment of Risk shall be governed by and interpreted solely in accordance with Montana law, and no other jurisdiction. Any litigation involving the parties to this Acknowledgment of Risk must be brought solely within the Montana State or Federal Courts, which shall have the exclusive jurisdiction over any such cause.

Activities and Risks: Aerial Adventure Park ("Park") consists of more than 50 platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and zip lines over which participants will move at heights of up to 65 feet. Park activities are self-guided and require balance, agility, focus and strength in varying degrees as one moves through the course. Degrees of difficulty are indicated by a color code.

Participants share the responsibility with staff for compliance with safety procedures, including the use of a safety harness. Harnesses must not be removed or loosened – for any reason – and staff must be notified if a harness loosens or safety clips do not function as expected. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved. The Park may deny or terminate participation at any time in its sole discretion.

Among the hazards and risks of the activities and use of the premises and equipment of the Park are the following: boarding, riding and disembarking the lifts or vehicles; hiking on rough and uneven terrain; changing weather conditions which may cause the trails, walkways and equipment to be slippery; over-exertion; fear of heights; failure to remain within designated areas; falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments on the part of participants and the staff of the Park, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. These risks are inherent in the activities and premises of the Park; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks may be encountered as defined under Montana law, Title 27, Chapter 1, Part 7, Mont. Code. Ann.

Initial this box acknowledging risks.

I acknowledge this activity could aggravate pre-existing medical conditions. I agree to inform the guides prior to the activity of any pre-existing neck, back, joint or other medical conditions including pregnancy that exist. Participation in this activity with pre-existing conditions is not recommended and a full refund is available.

In signing this Acknowledgment of Risk, I am not relying on any oral or written representations or statements made by representatives of Winter Sports, Inc., its employees, agents or representatives, other than what is set forth in this Acknowledge of Risk.

[] I am between the ages 7-17 years. [] I am 18 years or older.

If I am less than 18 years of age, my parents or legal guardian has read and agreed to this Release as indicated by his/her signature below. The parent or guardian signing below also agrees that (1) Whitefish Mountain Resort, WSI or its representatives has permission and authority to treat and address medical conditions and emergencies as they deem appropriate; (2) the signing parent or legal guardian also agrees to pay any charges for such medical treatment and will indemnify Whitefish Mountain Resort, WSI, or its representatives for the same. I have made no misrepresentation regarding my name or age.

WEIGHT RESTRICTION: Participation in this recreational activity is restricted to persons weighing (with clothing, footwear and carried items) up to 265 lbs. (120.2 kilos). Confirm by your initials that your weight is within this range _____. **(Initial here)**

Weight:

Participant's Signature _____ Date _____

Print Name _____

Parent/Guardian Signature _____ Date _____

Print Name _____