

Participant Name \_\_\_\_\_ Is participant under 18 years of age? Y N

**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of Zoar Outdoor Adventure Resort, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Zoar"), I hereby agree to release and discharge Zoar, on behalf of myself, my children, my parents, heirs, assigns, personal representatives and estate as follows:

**1. I acknowledge that my participation in outdoor adventure-based activities such as biking, river rafting, canoeing, kayaking, stand-up paddleboarding, snowshoeing, and skiing entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Zoar guides, instructors, facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

**2. I expressly agree and promise to accept and assume all of the risks existing in this activity.** My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

**3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Zoar** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Zoar's equipment, vehicles, facilities, or premises before, during, and after this activity **including any such claims which allege negligent acts or omissions of Zoar.**

**4. Should Zoar or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.**

**5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.**

**6. In the event that I file a lawsuit against Zoar, I agree the Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Zoar or its agents is a party shall be either the County or State Supreme Court in Franklin County, Massachusetts.** I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of that state.

I do hereby consent to the use of my image by Zoar for any and all purposes, including without limitation video, still photographs, publication, and any trade or advertising purposes, providing such uses are not made so as to constitute a direct endorsement of any product or service.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged before, during or after my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Zoar on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**I hereby declare that I am not under the influence of, nor will I use any recreational drugs or alcohol, while participating in any activity at Zoar Outdoor.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

**MEDICAL INFORMATION**

**DO YOU HAVE ANY PREEXISTING MEDICAL CONDITIONS?**

**(Please list conditions such as allergies, recent surgery, conditions that require medication, circulatory or respiratory conditions, and any other conditions that you may have.)**

**NO \_\_\_\_\_ YES \_\_\_\_\_**

**IF YES, PLEASE EXPLAIN:** \_\_\_\_\_

**DUE TO HEALTH RISKS, PREGNANT WOMEN WILL BE PROHIBITED FROM PARTICIPATING IN ZOAR OUTDOOR ACTIVITIES.**

**Ski/Snowshoe Rental Agreement**

<b>Time Out:</b>		<b>Time Back:</b>		<b>Date:</b> / /	<b>Date returned:</b> / /
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\_\_\_\_\_ I understand and agree that Zoar Adventure Center (ZAC) rentals must be returned by 4PM and if the rental is not returned a full day will be charged for the following day.

\_\_\_\_\_ I understand and agree that the Skis or Snowshoes I am renting will only be used by people over the age of 7 and who weigh less than 300lbs.

\_\_\_\_\_ I understand and agree that this rental is unguided and that I am solely responsible for making safe decisions regarding weather, location, conditions and other unforeseen events.

\_\_\_\_\_ I understand and agree to ZAC's damage policy for skis or snowshoe rentals. My liability for damage or loss of equipment is the fair market value of the equipment at the time of loss or damage, or the cost to repair any damage. It is up to the sole discretion of ZAC whether to repair or replace any damaged equipment. Skis are valued at roughly \$500 and Snowshoes \$200.

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Zoar to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Zoar from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

I understand and agree that Zoar Outdoor cannot be responsible for supervision of minors when they are not actively participating in our programs. At all times, supervision of minors is the responsibility of the group leaders, parents or guardians.

**Parent's or Legal Guardian's**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**ZOAR ADVENTURE CENTER (XC Ski/Snowshoe) DATE \_\_\_\_\_**

1/3/17