

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

I desire to participate in the activities offered at Mt. Crescent Recreation Area, whether the activity is offered by Double Diamond Inc. Flying Elk Inc., Purple Rabbit Inc., Rolling Turtle Inc., or any other person, corporation, or business entity (collectively "Mt Crescent"), each to which is a separate entity and/or location. I understand the activities may include, but not be limited to, zip lining, skiing, snowboarding, snow tubing, sledding, snowshoeing, running events. I understand that these activities at varying times range from recreational to competitive. It is my intent to participate in the activities at the level being offered on this date.

I am aware and fully understand that **these activities are inherently dangerous** involve and include the risk of damage to self and property, serious injury and death, both to myself and to others. I understand that participation in these activities may result in damage, injury and death and that I may incur medical, repair, and/or funeral expenses. Therefore, **I hereby release Mt Crescent, its employees, owners, volunteer staff, rescue personnel, independent contractors, and other business entities operating at Mt Crescent from any damage, injury, death, or any other liability, whether caused by my negligence or negligence of another, either through an act or omission, and hereby assume the risk of the consequences of participating in the activities at Mt Crescent Recreation Area.**

I understand those risks include, but are not limited to, the inherent risks associated with zip line activities; using fabricated structures, surfaces, cables or ropes includes, but is not limited to: falling off of structures, falling down stairs on structure, being hit by swinging apparatus, falling on or being impacted by other people, hanging from a cable, the possibility that I will be jolted, jarred, bounced, thrown to and fro or shaken about while on the zip line, lose my balance or grip, slippery or wet equipment, becoming entangled in ropes/harnesses, impacting the ground and/or zip line apparatus, equipment may be misused, break, fail or malfunction, displaced safety equipment, belay or anchor or harness failure, general slips/trips/falls/collisions or painful crashes while using any of the equipment or zip line structures or landing platforms or the premises at large, operating out of control or beyond my or another participants limits, negligence of other visitors or staff that may be present, and my own negligence or inexperience.

I understand that there are risks in the environment and terrain that include, but not limited to, changing weather conditions; exposure to storms, including rapid and extreme weather changes, strong winds, rain, lightning, hail, extreme heat, humidity. Striking objects such as boundary markers, lift poles, fallen or falling timber or tree branches, barricades, snowmaking equipment, unstable rocks, buildings, man made structures or obstacles. Coming into physical contact of stinging insects, venomous or disease carrying animals or insects; poison plants; wild animals and other natural or man-made hazards including but not limited to glass, needles, pins, nails. Hazards may be not be marked or visible. Terrain conditions are unpredictable; steep, uneven, slippery, or difficult.

I understand that in the event of an accident, rescue and medical treatment may not be readily available. Activities take place several miles from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although staff members may have wireless communication devices, use of these devices is unreliable and inconsistent. They may give incomplete warnings or instructions, and the equipment being used might malfunction, they may make various judgements and decisions as they conduct activities that are imprecise and subject to error. They may misjudge a participants or others capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain or other issue.

I understand other risks may include, but are not limited to, vehicle malfunction, loss of control, break failure, tipping, rolling, rollover, colliding with or impacting objects, people, structures, animals or other vehicles. Negligence of staff member or others that may be present. Judgement in operation that are imprecise, subject to error and negligent.

I understand participating in the activities and its affect on my personal physical condition such as but not limited to, cardiovascular failure, ligament and tendon tear and/or break, broken bones, back injury, neck injury, internal damage, head trauma, scarring, disfiguration. Participant may experience stress or anxiety because of fear of heights, speed, sway-in, collisions, un-welcomed touching, falls, pinches, twists or jolts; and/or impacting the ground, others, objects or structures. Activity can, among other things, cause surges in blood pressure and pulse rates, dizziness and/or becoming unconscious.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to release, waive, discharge and covenant not to sue Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors or rescue personnel as well as any equipment manufactures and distributors involved with the Mt.Crescent facilities from any and all liability from any and all loss or damage I may have and any and all claims or demands I may have on account of injury to my person and property or the person and property of others, including death, arising out of or related to the activities offered at Mt. Crescent whether caused by the negligence of Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, equipment manufacturers, or distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I assume full responsibility for any and all risk of bodily injury, death, or property damage arising out of or related to the activities offered at Mt. Crescent. I assume full responsibility for any and all risk of bodily injury, death or property damage arising out of or related to the activities offered at Mt. Crescent whether caused by the negligence of Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, equipment manufacturers, distributors or otherwise. I certify that I have sufficient skill and fitness to participate in the activities being offered by Mt. Crescent. I further certify that I have no medical or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to release, waive, discharge and covenant not to sue Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors or rescue personnel as well as any and all equipment manufactures and distributors involved with the Mt.Crescent facilities, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to indemnify and save and hold harmless Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, equipment manufactures, and distributors from any and all loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at Mt. Crescent whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to any and all acts of negligence by Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, rescue personnel, and equipment manufacturers, distributors, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by Iowa law and if any portion is held invalid, it is agreed that the balance shall continue in full legal force effect.

I agree that any and all claims shall be brought exclusively in binding arbitration applying the American Arbitration Association ("AAA") Consumer Arbitration Rules. The arbitrator shall be selected by AAA from the AAA National Roster of arbitrators. I agree to pay all fees and costs associated with the arbitration process, except that each party shall be responsible for their own attorney fees, except to the extent the arbitrator may decide otherwise.

I agree that any dispute arising under this agreement/contract and/or from any use by me of any of the premises or facilities at or of Mt. Crescent shall be litigated exclusively in the District Court of Pottawattamie County, Iowa and that all claims and suits shall be governed by the laws of the State of Iowa.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance, guarantees or warranties expressed or implied, being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINT NAME _____ SIGNATURE _____ PARTICIPATION DATE _____

FOR PARTICIPANTS UNDER THE AGE OF 18 Parent/Guardian's Additional Indemnification
In Consideration of (print minor's name)

CHILD #1 _____ CHILD #2 _____

CHILD #3 _____ CHILD #4 _____

("Minor") being permitted by Mt. Crescent to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Mt. Crescent, its owner, employees, volunteer staff, rescue personnel, independent contractors, and equipment manufactures and distributors, 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 adopt and incorporate all of the foregoing language in the release as if fully set forth herein. I adopt and agree to the preceding terms and conditions stated above as if set forth fully herein.

PRINT NAME _____ SIGNATURE _____ PARTICIPATION DATE _____