

CANDIA SPRINGS, LLC**Acknowledgment of Waiver and Release From Liability**

This Document Affects Your Legal Rights. You Must Read And Understand Before Signing This Document.
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Parent / Guardian OR Participant Information (if Participant is 18 years of age or older):

Last Name	Legal First Name	Middle Initial	Gender Male / Female	Date of Birth
Mobile / Primary Phone#		Email		
Street Address	City	State/Region	Zip/Postal Code	Country

Minor Information (if Participant is under 18 years of age):

1.	Last Name	Legal First Name	Middle Initial	Gender Male / Female	Date of Birth
2.	Last Name	Legal First Name	Middle Initial	Gender Male / Female	Date of Birth
3.	Last Name	Legal First Name	Middle Initial	Gender Male / Female	Date of Birth
4.	Last Name	Legal First Name	Middle Initial	Gender Male / Female	Date of Birth

WARNING: All forms of recreational and adventure activities are hazardous and include risks.

Falls, collisions, injuries, death, and property damage can happen.

Participating in these activities requires conscious control of your physical body.

Safety is directly affected by your judgment.

We do not recommend expectant mothers, or those persons with back problems, heart conditions, or other conditions that would be aggravated by this activity, participate in Candia Springs' activities.

As a condition of the use of facilities and services of Candia Springs, LLC, affiliated and successor companies or entities, real and personal property owners and their respective officers, directors, employees, and agents, hereafter called RELEASEES, I acknowledge and promise on behalf of myself and the additional guests listed who are under 18, my parents, my heirs, assigns, personal representatives, and estate as follows:

Acknowledgement of Risk

I am fully aware that all forms of recreational activities are hazardous, filled with risks and hazards, and that falls, collisions and injuries can happen. I am about to voluntarily engage in activities that bear certain risks, which could result in injury, death, illness or disease, physical or mental, or damage, as follows: (1) the nature of activities themselves that may include some or all of the following, namely: aerial lifts, zip lines, rope and rope lines, elevated platforms, off-road truck tours; Using adventure park elements, swinging on zip lines; traversing bridges; hiking, climbing and walking on un-even natural and manmade surfaces; climbing ladders and stairs; and using other features; observation of the adventure park, zip line, or off-road tours; transportation to and from the activity by motor vehicle; any and all related activities; and associated equipment; (2) the particular risks of the activities and their associated equipment, including but not limited to the following: personal injury of any sort; participant's failure to follow the guide's safety instructions; participant's failure to use harness, helmet, or other safety or activity-specific equipment, as required; participant's failure to follow RELEASEES safety guidelines; unavailability of immediate medical attention in case of emergency; property damage; hyperthermia or hypothermia; sun or windburn; collision with trees, rocks other natural or man-made obstacles, and/or other vehicles; slips, falls or awkward landings; manufacturer's defects in equipment; weather conditions including, but not limited to: rain, hail, snow, sun, lightning, temperature, wind and other adverse weather; becoming disoriented and lost; actions of other people including other participants, spectators, or employees; encounters with domesticated animals and wildlife that may lead to: insect bites; bee stings; animal attacks and bites; encounters with poisonous or thorny plants; participants may encounter jolting, jarring, slipping and

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shaking traveling in the vehicle, on a zip line or in the adventure park; sections of the tour include cliffs, trees, rocks with other natural obstacles on either side of the vehicle and trail which can scrape, catch, tear or otherwise injure or harm property or person if contact occurs; (3) the negligent acts or omissions of RELEASEES, and other persons or entities; (4) latent or apparent defects or condition in equipment, vehicles, harnesses, cables, tree platforms, protective clothing, bridges, stairs, ramps, other park components, or property supplied by RELEASEES or other persons or entities; (5) use or operation by myself or others of equipment supplied by RELEASEES or other persons or entities; (6) the negligent acts or omissions of other participants in this activity and of third parties; (7) weather conditions; (8) contact with water, plants, or animals; (9) participant's own physical condition or participant's acts or omissions; (10) condition of roads, trails, waterways or terrain, and accidents connected with their use; (11) first-aid, emergency treatment or other services rendered; and (12) consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to my property.

I agree and promise that if I encounter a situation or problem that wasn't covered by the instructions provided by RELEASEES, I will wait for proper instructions.

Acceptance of Risk and Responsibility

I hereby certify I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.

Being aware this activity entails risks of injury, I agree and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to my property arising from my participation. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

Release, Indemnification and Promise Not To Sue

I hereby voluntarily release and forever discharge RELEASEES from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of RELEASEES, for any and all injury, death, illness or disease, and damage to my property.

I hereby agree to and shall at all times defend, indemnify and hold RELEASEES harmless from any and all losses, costs (including court costs and reasonable attorney's fees), expenses, penalties, response costs, claims, demands, suits by any person, persons, or entities whether or not frivolous), injuries, damages or death and other liabilities of whatever kind or nature, arising out of (directly or indirectly), connected with, incident to, or resulting from participation in this activity.

I FURTHER AGREE AND PROMISE NOT TO SUE, ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM AGAINST RELEASEES, FOR ANY ACTION, INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE TO MY PROPERTY, ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY.

Agreement

I understand this is the agreement for release and discharge, acceptance of responsibility and acknowledgement of risks between myself and RELEASEES and it cannot be modified or changed in any way by the representations or statements of any employee or agent of RELEASEES or by me

Jurisdiction

Notwithstanding the waiver of liability, release, indemnification and promise not to sue, which I am signing, I further agree any claim based upon or arising out of this document will be brought in a court located in the state of New Hampshire and be subject to the statutory and common law of New Hampshire.

Photographic Assignment

I consent to the use of any photographic or film (of whatsoever nature) for commercial purposes or otherwise of my child, my ward, or myself in connection with these activities, without remuneration to me, or restriction as to frequency, duration or medium. I/we hereby assign all right, title and interest I/we may have in, or to, any and all media in which my likeness might be used by the RELEASEES.

I have read page 1 and 2 and sign below to show that I understand and agree with its content:

PARTICIPANT'S or GUARDIAN'S SIGNATURE DATE