

**POCONO MOUNTAIN ADVENTURES**  
**THIS IS A CONTRACT – READ IT!**  
**ACTIVITY RELEASE AND AGREEMENT NOT TO SUE**

IN CONSIDERATION OF BEING ALLOWED TO USE POCONO MOUNTAIN ADVENTURES' FACILITIES, INCLUDING WHITE LIGHTNING TUBING, BLUE LIGHTNING TUBING, POCONO TREEVENTURES, POCONO ZIP RACER, TRUCLIMB, POCONO ZIPQUEST, KIDVENTURES, SKY BOUNCE BUNGEE TRAMPOLINES AND HALLOWSCREAM HAUNTED TRAIL, I AGREE THAT I WILL NOT SUE CRE BUSHKILL GROUP, LLC, ITS MEMBERS, SUBSIDIARIES AND AFFILIATES AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "BUSHKILL") AND WILL RELEASE BUSHKILL FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BUSHKILL. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS BUSHKILL FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BUSHKILL. BY PARTICIPATING I ALSO CONSENT TO USE OF MY IMAGE AND AUDIO RECORDING FOR PROMOTIONAL PURPOSES AND WAIVE ANY CLAIM FOR COMPENSATION, VIOLATION OF PRIVACY OR OTHERWISE.

Notwithstanding the foregoing, if I sue Bushkill, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Bushkill and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**ACKNOWLEDGMENT OF RISKS**

In consideration of permission to use the facilities, I voluntarily assume the risk of injury or even death while participating in recreational activities of Pocono Mountain Adventures. I agree and understand that the activities, including the use of lifts, are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules and regulations associated with the activities. There are inherent risks in the participation in or on any amusement ride, device, attractions and other recreational activities (hereinafter "Amusement Activities"). Patrons of Amusement Activities, by participation, accept the risks inherent in such Amusement Activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the Amusement Activities and to obey all oral and written instructions and warnings, prior to or during participation. Patrons have a duty to refrain from participating in or on any Amusement Activities, when under the influence of drugs or alcohol. Patrons have a duty to properly use all Amusement Activities safety equipment. I understand that there are also inherent risks of nature associated with participating in outdoor activities.

I have read and understood the foregoing ACTIVITY RELEASE AND AGREEMENT NOT TO SUE and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) or the Parents of any child for whom I am signing as Guardian, and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. If the undersigned is under (18) years of age, this Release must be executed by a Parent or Guardian.

Executed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, intending to be legally bound hereby.

\_\_\_\_\_  
Signature of Patron

\_\_\_\_\_  
Signature of Parent/Guardian (If Patron is under 18 yrs of age)

**Required Information for Patron:**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_