

WATERCRAFT REGISTRATION

MASTHOPE WATERCRAFT OPERATION ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE THIS IS A CONTRACT – PLEASE READ IT

In consideration of the above and of being allowed to participate in the sport of boating at Masthope, I agree that I will not sue and will release from any and all liability Masthope Mountain Communities POC if I or any member of my family is injured while boating, using boats provided by Masthope, using any of the facilities or while being present at the facilities, even if I contend that such injuries are the result of negligence or any other improper conduct on the part of Masthope. I further agree that I will indemnify and hold harmless Masthope Mountain Communities POC from any loss, liability, damage or cost of any kind that may incur 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 or other improper conduct on the part of Masthope Mountain Communities POC. Notwithstanding the foregoing, if I sue Masthope Mountain Communities POC, 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 Pike 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 Masthope Mountain Communities POC 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.

I agree to hold harmless and indemnify Masthope Mountain Communities POC and/or any employee of the aforementioned for the loss or damage, including any loss or injuries that result from damages related to boating at Masthope.

I have read and understood the foregoing Acknowledgement of Risks and Agreement Not To Sue and am voluntarily signing below, intending to be legally bound hereby, that 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) and 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.

User Signature _____ Date _____

User Name (please print) _____

Parent Signature (If User is a Minor) _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____

Email _____