

Beach Blast 2010

An alcohol, tobacco, and drug free event for Garrett County residents finishing 6th grade-age 20.

Deep Creek Lake State Park

Thursday, June 17th

1:00 - 5:00 p.m.

Follow signs from main entrance.

Event activities are

FREE

For registered participants.

Park admission is \$3 per person.

OR

Display this flyer in car window for free admission!
(Flyer **MUST** be **DISPLAYED** for free admission)

- **3-on-3 Basketball Tournament** (tennis shoes required for basketball & biking; bring helmet for biking & prize drawing)
- **Mountain Bike Tours**
- Kayaking and Rafting
- Music and Games w/ DJ Jonny Rock
- **Airbrush tattoo**
- Sand Sculpture Contest
- **Swimming**



Snack Food

for registered participants.

(friends and family should pack own food)

Step 1: For swimming and land-based activities, complete page one. (Complete side 1 or 2, based on age.)

Step 2: To try either kayaking or rafting, **BOTH** the Wisp and ASCI forms must also be completed.

Step 3: Return forms to school office or GC Health Department, Rm 206, 1025 Memorial Drive, Oakland, MD 21550.

Forms must be complete, signed and received by 3 p.m. on June 15 for guaranteed entry.

Incomplete, inaccurate or unsigned forms can not be used and will restrict permitted activities or deny participation entirely.

Please fill out forms completely, even when asked for duplicate information, as forms are distributed to different vendors.

Questions? 301.334.7730 or 301.895.3111

Complete, accurate and signed forms will be accepted at the Beach Blast on June 17 up until registration limit is reached.



Garrett County Health Department

Deep Creek Lake State Park



Drug Free Communities Coalition



Governor's Office for Children



Thanks: ASCI, High Mountain Sports, Sounds Fun Entertainment, Wisp Outdoors, Jearbryo's Restaurant

Participants UNDER 18 yrs must complete this side. Age 18 and older must complete reverse side.

**GARRETT COUNTY HEALTH DEPARTMENT 'PLAY HARD. LIVE CLEAN.' BEACH BLAST
PARENT/GUARDIAN PERMISSION FORM
BIKE RENTAL ~ HIGH MOUNTAIN SPORTS**

(Every registrant must fill out and have parent/legal guardian signature)

I hereby grant permission for my child _____ to participate in 'Play Hard. Live Clean.' activities including biking with High Mountain Sports, swimming, basketball, and any other activity that they choose to participate at Deep Creek State Park on June 17, 2010, and I hereby agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my child's use of biking equipment and my child's participation in biking activities, kayaking, basketball, and swimming activities and use of equipment; (b) my child's participation in such activities and/or use of such equipment may result in injury or illness or death or damage to personal property (c) these risks and dangers may be caused by other participants or by accidents, or by the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail or lake route, rocks of various sizes, uneven and/or slippery conditions, failure of bike equipment, varying slopes, variations in terrain bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles and paved surfaces, slippery road conditions, guide decision making, including that a guide may misjudge terrain, weather, trail location, inaccurate maps or information given from the staff of High Mountain Sports or Garrett County Health Department, risks of falling off a bike and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, risks of falling out of a raft, or kayak; and (d) I hereby accept and assume these risks and dangers.

I have been advised that my child must wear an approved bike helmet at all times while on the bike and a personal flotation device at all times while on the water. I affirm that my child will not be under the influence of alcohol or controlled substance and will not carry, use or consume these substance before or during her/his scheduled activities. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the High Mountain Sports or its agents is a party shall be either the Town of Oakland, Maryland Justice Court of the County of State Supreme Court in Garrett County.

My child is in good health and is at or above the minimum age state in High Mountain Sports advertising for each activity in which he/she will participate. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems, which will present any risk to his/her participation in the activities. I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I permit the use of any photos, slides, films, or sketches of him/her taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

The renter assumes responsibility for any damages to the bike or other equipment and agrees to pay for repairs or replacements that may be necessary if lost, broken, or stolen at the discretion of High Mountain Sports, the Garrett County Health Department, and Deep Creek Lake State Park.

I HAVE READ THE ABOVE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN HIGH MOUNTAIN SPORTS BIKING ACTIVITIES AND OTHER ACTIVITIES PROVIDED BY HIGH MOUNTAIN SPORTS, GARRETT COUNTY HEALTH DEPARTMENT, WISP OUTDOORS DEEP CREEK MARINA, AND DEEP CREEK LAKE STATE PARK, AND ANY OTHER ORGANIZATION ASSOCIATED WITH THE PLAY HARD. LIVE CLEAN. BEACH BLAST, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH.

Group Name: "PLAY HARD. LIVE CLEAN." BEACH BLAST Event date: June 17, 2010

Parent's Name (Print) _____ Signature _____ Date _____

Child's Name (Print): _____ Child's Signature: _____
Child MUST be a Garrett County resident completing 6th grade – age 17. If 18-20, participant MUST complete reverse side of form.

Street and Apt. Address _____

City: _____ State: _____ Zip: _____

School: _____ (or Graduate, Homeschool, Garr. Coll) Age: _____ 18-20? MUST fill out other side

In case of emergency, please contact _____ Phone # _____

Participants 18 years and older MUST complete this side. Under 18 must use other side.

**GARRETT COUNTY HEALTH DEPARTMENT PLAY HARD, LIVE CLEAN BEACH BLAST
RELEASE FORM ~ BIKE RENTAL ~ HIGH MOUNTAIN SPORTS
(Every registrant must fill out and sign)**

In consideration of the Garrett County Health Department, vendors at the Beach Blast event, and High Mountain Sports furnishing services and/or equipment to enable me to participate in road or mountain biking, I, _____ agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of High Mountain Sports and other equipment and my participation in High Mountain Sports activities, biking, kayaking, basketball, and swimming activities and use of equipment; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by other participants or by accidents, the negligence of the owners, , employees, officers or agents of High Mountain Sports or the Garrett County Health Department; the negligence of the participants, the negligence of other, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail or lake route, rocks of various sizes, uneven and/or slippery conditions, failure of bike equipment, varying slopes, variations in terrain bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles and paved surfaces, slippery road conditions, guide decision making, including that a guide may misjudge terrain, weather, trail location, inaccurate maps or information given from the staff of High Mountain Sports or Garrett County Health Department, risks of falling off a bike and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, risks of falling out of a raft, or kayak; and (d) I hereby accept and assume these risks and dangers and all the responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of High Mountain Sports, the Garrett County Health Department, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Garrett County Health Department, High Mountain Sports and its owners agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of series or otherwise which may arise out of my use of High Mountain Sports equipment other Beach Blast equipment or my participation in High Mountain Sports and other activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of High Mountain Sports and the Garrett County Health Department.

I affirm that I will not be under the influence of alcohol or controlled substance and will not carry, use or consume these substance before or during the scheduled activities. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the High Mountain Sports or its agents as a party shall be either the Town of Oakland, Maryland Justice Court of the County of State Supreme Court in Garrett County. I permit the use of any photos, slides, films, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purpose.

The Renter agrees to wear a helmet at all times while using a bike, and a life jacket at all times while using a kayak or raft.

The renter assumes responsibility for any damages to the bike or other equipment and agrees to pay for repairs or replacements that may be necessary if lost, broken, or stolen at the discretion of High Mountain Sports, the Garrett County Health Department, and Deep Creek Lake State Park.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE HIGH MOUNTAIN SPORTS AND THE GARRETT COUNTY HEALTH DEPARTMENT FROM LIABILITY FOR PERSONAL INJURY, PORPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. IT IS MY INTENTION TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED WITH ACTIVITIES PROVIDED BY HIGH MOUNTAIN SPORTS, GARRETT COUNTY HEALTH DEPARTMENT, AND DEEP CREEK LAKE STATE PARK, AND ANY OTHER ORGANIZATION ASSOCIATED WITH THE PLAY HARD. LIVE CLEAN. BEACH BLAST.

Group Name: "PLAY HARD. LIVE CLEAN." BEACH BLAST Event date: June 17, 2010

Name (Print) _____ **Signature** _____ **Date** _____
MUST be a Garrett County resident 18 years or older. If under 18 years, participant MUST complete reverse side of form.

Street and Apt. Address _____

City: _____ **State:** _____ **Zip:** _____

School: _____ **(or Graduate, Homeschool, Garr. Coll) Age:** _____ **Under 18 MUST fill out other side**

In case of emergency, please contact _____ **Phone #** _____

To participate in either kayaking or rafting, participants must be able to swim and BOTH the Wisp and ASCI forms must be complete and accurate. Leave blank if you do NOT give permission for these activities. Participants will still be eligible for biking, land-based activities and swimming at the approved swimming beach.

RECREATIONAL INDUSTRIES, INC. d/b/a WISP RESORT

Wisp Outdoors Activities

(Includes Paintball, Bikes and Watercraft use and Rentals)

HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING

ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT YOUR ABILITY TO SUE WISP. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE FACILITY.

Please fill in all information; print as neatly as possible

Name: Last _____ First _____ Age: _____

StreetAddress: _____ City: _____ State: _____

Zip code: _____ Phone Number: _____ E-Mail Address: _____

I understand and am aware that Wisp Outdoors activities are **Hazardous and Dangerous Activities**. I understand that participating in any Wisp Outdoors activity and the use of various equipment related to any Wisp Outdoors activity involves a risk of serious bodily injury and/or death. **I, on behalf of myself, my children, heirs, executors or assigns, hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity regardless of any negligence of Wisp or any of its employees or agents.**

I understand that there are inherent and other risks involved in participating in a Wisp Outdoors activity. These risks include, but are not limited to: variations in terrain, steepness of terrain, moisture, wet and slippery conditions, dry conditions, rocks, trees, surface imperfections, bare spots, and other forms of forest growth or debris (above or below the surface), lift towers, cables, utility lines, water valves, pipes, poles and guy wires, snowmaking equipment and component parts, fences and control nets and the absence of such fences and nets and other forms of natural or man-made obstacles on and/or off designated trails, routes and riding surfaces, objects in streams, rivers and lakes, leaves, groundhog holes in the turf, acorns, which may be hidden by trees or grass, water breaks across the slope, and other hazards which may be found on alpine ski terrain outside of the winter season. There is also a risk of collisions with such obstacles, equipment and natural objects as well as with other Wisp Outdoors activity participants and watercraft. Surface conditions vary constantly because of weather changes and participant use. I am aware that trail, route and surface marking and maintenance may be in progress at any time. These are only some of the risks of participating in a Wisp Outdoors activity. **All of these and other risks of participating in a Wisp Outdoors activity present the risk of serious and/or fatal injury.**

I accept the use of any Wisp Outdoors activity equipment, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. **I agree to assume the risk of injury while participating in this activity even if the Wisp Outdoors activity equipment itself is defective.** I will be responsible for the replacement, at full retail value, of any equipment rented or used under this agreement, which is not returned in the reasonably same condition to this location by the agreed date and time. All instructions on the use of my equipment, rented or otherwise, have been made clear to me, and I understand the use and function of my equipment. With regards to Paintball, all participants are issued a marker with hopper and CO2 tank, goggles/arm-band/barrel plug. All instructions on the use of my equipment have been made clear to me, and I understand the use and function of my equipment.

In consideration of being permitted to use Wisp Outdoors facilities, I, on behalf of myself, my children, heirs, executors or assigns, agree to accept the risks of participating in a Wisp Outdoors activity and **agree not to sue Wisp** or any company affiliated with Wisp or its employees or agents if injured, whether fatally or not, while using the Wisp Outdoors activity facilities regardless of any negligence of Wisp, its employees or agents. In the event that I file a lawsuit against **Wisp Resort**, I agree to do so solely in Garrett County, Maryland, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state

I, on behalf of myself, my children, heirs, executors or assigns, agree to hold harmless and indemnify Wisp, its owners, agents, and employees, as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in participating in Wisp Outdoors activity related activities. This provision includes any loss or injuries that result from damages related to the use of any Wisp Outdoors activity equipment or lift. I fully understand that paintball is a physically and mentally demanding activity. I have read and understand the rules of play and will comply with all rules and regulations while participating in paintball. I agree to report all injuries to a Field Referee or other Wisp Outdoors paintball staff member before leaving the area.

I have read the above Contract and Release of Liability Agreement and fully understand it. I understand that participating in any Wisp Outdoors activity is a purely voluntary activity and that Wisp would not allow me or my minor children to participate in any Wisp Outdoors activity if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in any Wisp Outdoors activity and can reject this Release of Liability on behalf of myself and my minor children, but I have voluntarily chosen to sign it. I also agree, while at Wisp, it is possible that my photograph may be taken by a Wisp photographer to be used in various publications.

Signature: _____ Date: _____

PARENT'S OR 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 **Wisp Resort** to participate in its Wisp Outdoors activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **Wisp Resort** 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.

Parent or Guardian _____ Print Name _____ Date _____

To participate in either kayaking or rafting, participants must be able to swim and BOTH the Wisp and ASCI forms must be complete and accurate. Leave blank if you do NOT give permission for these activities. Participants will still be eligible for biking, land-based activities and swimming at the approved swimming beach.



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This form is to be read and signed by all participants in Adventure Sports Center International (ASCI), Adventure Sports Institute (ASI), Rocky Mountain Kayak (RMK), DC Development, LLC (DCD), and/or Recreation Industries, Inc. (RI) programs. PLEASE READ THIS CAREFULLY. IT AFFECTS CERTAIN RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES PARTICIPATING IN ASCI/DCD/RI PROGRAMS. In return for ASCI/ASI/RMK/DCD/RI allowing you to participate in their programs, and other good and valuable consideration, you agree, and state, on behalf of yourself, your heirs, assigns, executors and others, as follows:

That I am familiar with and will obey, any and all of the rules established for the activity.

That I understand and appreciate the inherent risks and dangers of participating in ASCI/ASI/RMK/DCD/RI activities, initiative games, and ropes course activities, (including but not limited to the hazards of climbing or descending trees; walking on logs/wires suspended above the ground; traveling through mountainous and/or back-country terrain; paddling or otherwise traveling through turbulent or calm waters; traveling through cave passages; climbing or descending rock faces; skiing on snow or water; exposure to the forces of weather and/or nature; accidents or illnesses occurring in remote places without medical facilities and travel by air, train, automobile and/or other forms of transportation) which could result in property damage and personal injury, including death; and I agree to accept all risks whether present or future, known or unknown, arising from or as a result of my participation in these activities.

That I WILL HOLD HARMLESS AND INDEMNIFY ASCI/ASI/RMK/DCD/RI and its officials, administrators, employees and all sponsors and individuals assisting in presentation of the program and all owners of the property on which the program is held for any liability and all claims of damages, demands, and actions whatsoever in any manner resulting from my participation in this program.

That I understand that most adventure program activities are led by trained and qualified part-time employees, NOT Adventure professionals.

That I understand I must be healthy and reasonably fit in order to safely participate in the ASCI/ASI/RMK/DCD/RI's programs and that I will inform the program leader of any medication, ailment, condition, or injury that may affect performance. Please tell your guide any medicines you are currently taking or health problems (diabetes, heart problems, etc.)

By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for the publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

I STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO ALL CONDITIONS SET FORTHEHEREIN, AND THAT I SIGN THIS VOLUNTARILY.

Signature: _____ Full Name Printed: _____

Address: _____

Email: _____ Date: _____

For parents/guardians of participant of minor age (under age 18 at the time of registration)

This is to certify that I, _____, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ / _____ / _____
Parent / Guardian Signature Date Emergency Phone Number (s)