



THE RINK AT MASSANUTTEN – RENTAL AGREEMENT and ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT

Participant (and/or **Parent** or **Guardian**). Please Print.

Birth Date

_____ / _____ / _____

Address _____

City _____ State _____ ZIP _____ Phone _____

In Case of an Emergency Contact _____ Phone (_____) _____

I am the legal parent or guardian of the following minor participants (each a “child” and collectively “children”):

Birth Date

_____ / _____ / _____

_____ / _____ / _____

_____ / _____ / _____

_____ / _____ / _____

On behalf of myself, and the minor participant(s) identified above (collectively “I”), I request authorization to use and participate in The Rink at Massanutten (the “Rink”) and to rent ice skates and/or other equipment. In consideration for being permitted to use the Rink and to rent the equipment, I, on behalf of myself and the minor participant(s) identified above, agree to abide by all of the rules and conditions contained in this Agreement (“Agreement”).

1. WARNING: Under Virginia law (Section 55-376.4), there is no liability for an injury to or death of a participant in a project activity conducted at this location if such injury or death results from the inherent risks of the project activity. Inherent risks of project activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this project activity.

2. Notice and Assumption of Risk: I understand that ice skating and ice-related activities at the Rink (“Activities”) are voluntary recreational activities. I understand the Activities are adventure activities and not intended for everyone. I understand there are serious risks involved in the Activities. Risks include uneven/rough surfaces, loss of control/balance, equipment failure, collisions with objects and individuals, Rink features, debris, other skaters, spectators and individuals. I understand that participating in the Activities could result in serious injury or death. **I am aware of these risks and voluntarily assume for myself, and for the minor participant(s) identified above, the risks of all injuries or death or property damage that relate to participation in the Activities.**

3. Ice Skates: I accept the ice skates and/or all other rental equipment (the “Equipment”) **“AS IS.”** I accept full responsibility for the care of the Equipment during the rental period. I am responsible for any and all damage to the Equipment during the term of the rental. I will pay for the replacement cost of any Equipment that is lost or stolen or that is damaged beyond normal wear and tear.

4. Responsibility Code and Rink Rules: I have read and agree to obey the Skater Code of Conduct, posted signs and Rink Rules. On behalf of myself, and the minor participant(s) identified above, I agree that I will not participate in the Activities **unless** I understand and agree to comply with the Skater Code of Conduct, posted signs and Rink Rules. I agree to comply with all instructions and safety requirements for the Rink.

5. Participation Is Voluntary: I agree that I will only participate in the Activities if I voluntarily accept the risks identified in this Agreement, and accept **all** of the terms of this Agreement. If I do not accept these risks and the terms of this Agreement, **I will not** participate in the Activities and I will not permit any minor participant(s) to participate in the Activities. I understand that, if I do not voluntarily accept the risks and terms of this Agreement, I may receive a **full refund** for my ticket. I agree that if I have any questions or concerns regarding the risks and safety of participating in the Activities, I will not participate in the Activities. I understand that my Rink privileges may be revoked at Massanutten’s sole discretion.

6. Equipment: I understand that a helmet is available and it is my personal choice whether or not to wear a helmet. I understand that a helmet cannot guard against all impacts and head injuries. I understand that a helmet does not prevent injuries to the neck, spine or other parts of the body. If I am using my own ice skates and/or equipment, I understand that I use it at my own risk and I affirm that it is suitable, in good condition and proper working order. I accept full responsibility for all of my equipment, which I use at my own risk. I understand that Massanutten is not responsible for any damage, theft or loss of my equipment.

7. Ice Rink Surface: I understand ice surface conditions of the Rink may vary due to natural or manmade conditions. Participants must decide for themselves whether and how to participate in the Activities given the participant's experience and skill level. Participants are free to avoid participating in the Activities in any area of the Rink in which they are not comfortable. Before deciding to participate, I may ask to inspect the Rink to confirm I am comfortable with the Rink surface and conditions.

8. Medical Concerns: Ice skating may involve strenuous physical activity. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the Activities. I certify that I am in good health and do not have any physical or mental conditions that may affect my ability to safely participate in the Activities. I agree that I will not participate in the Activities if I have any questions regarding my ability to safely participate in the Activities. Participants with anaphylactic reactions requiring self-administered epinephrine must carry their Epi pen. Participants with asthma requiring an inhaler must carry their inhaler. Massanutten reserves the right to exclude any applicant from participation for medical, safety, or other reasons. I understand that I, and/or the minor participant(s) identified above, may be injured while participating in the Rink Activities and may require medical assistance. On behalf of myself, and the minor participant(s) identified above, I consent to receive first aid, medical care and treatment as appropriate and agree to pay all costs associated with such medical care for myself and the minor(s) identified above.

9. Release of Claims: In consideration for being permitted to use the Rink and participate in the Activities, I agree to release Great Eastern Resort Management, Inc., Great Eastern Resort Corporation, The Resorts Companies, Inc., their subsidiaries, affiliates, officers, directors, employees, and agents (collectively "Released Parties") from any and all claims, lawsuits, actions, losses, damages, requests for medical expenses, fines and judgments, attorney's fees and court costs (collectively "Claims") that relate or pertain to the Rink and/or the Activities. This includes all Claims for property damage, personal injury and death. I voluntarily make this agreement because I understand that participating is an adventure activity, that there are risks involved in participating in the Activities, and that engaging in those risks is one of the primary reasons I voluntarily decided to participate.

10. Indemnification: In consideration of being permitted to participate in the Activities, and use Massanutten's facilities, I agree to indemnify, hold harmless and defend the Released Parties from any Claims, liabilities, losses, costs and expenses including attorney's fees, that relate or pertain to my participation in the Activities. I do so regardless of whether the Released Parties were negligent.

11. Disputes: This Agreement is governed by the laws of the Commonwealth of Virginia. I agree that any dispute arising under this Agreement or relating to my participation in Rink Activities shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. I agree that any such lawsuit shall be filed in the U.S. District Court for the Western District of Virginia or the Circuit Court of Rockingham County, Virginia.

12. Acceptance of Terms: I certify that I have read this Agreement and fully understand and agree to its terms. I understand and agree that if I do not accept **ALL** of the terms of this Agreement, then I will not participate in the Activities and may receive a full refund.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT
I ACCEPT AND AGREE TO ITS TERMS VOLUNTARILY**

I AM THE PARTICIPANT AND REPRESENT THAT I AM AT LEAST 16 YEARS OF AGE:

Signature of Participant _____ Date _____

IF MINORS ARE IDENTIFIED ABOVE:

I am at least 18 years of age and am the parent/guardian of the above-named minor child/children and have full authority to sign this Agreement on their behalf. I have carefully read this Agreement and understand its contents. I understand and agree that by signing on behalf of the minor(s), the minor(s) and I agree to be bound by its terms to the fullest extent the law will permit.

Name of Parent/Guardian _____

Signature of Parent/Guardian _____ Date _____