



# Massanutten Resort Shuttle Tours Assumption of Risk & Participation Agreement

Name: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

On behalf of myself and the minor participant(s) identified (if any), I request that Great Eastern Resort Management, Inc. d/b/a Massanutten Resort ("Massanutten") and Great Eastern Shuttle, LLC ("GEShuttle") provide transportation and tour services. In consideration for being a tour participant, I, on behalf of myself, and the minor participant(s) identified (if any), agree to comply with all of the rules, terms and conditions contained in this Assumption of Risk & Participation Agreement ("Agreement").

**1. WARNING:** Under Virginia law, 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 other, 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 there are risks involved in participating in tour activities (collectively the "Activity"). These risks include, but are not limited to, uneven/rough terrain, loss of control/balance, falling, consumption of alcohol, equipment failure, and motor vehicle collisions. I understand these risks can lead to serious injury or death and that I, and the minor participant(s) identified (if any), could be injured participating in the Activity. **I am aware of these risks and voluntarily assume for myself, and for the minor participant(s) identified (if any), the risks of all injuries or death related to the Activity.**

**3. Participation is Voluntary.** I understand that the Activity is voluntary. I agree that I will only participate in the Activity if I voluntarily accept all of the risks related to the Activity and accept all of the terms of this Agreement. I agree that if I do not accept the risks related to the Activity, and the terms of this Agreement, that I will not participate in the Activity, and I will not permit the minor participant(s) identified (if any) to participate in the Activity.

**4. Responsibility Code & Rules.** As a condition of participating in this tour, I certify that I, and the minor participant(s) identified (if any), will follow all of the rules relating to the Activity, including, but not limited to, all laws of the United States and the Commonwealth of Virginia associated with the use of alcohol, tobacco, cannabis, vaping, and other drugs or intoxicants (collectively, "Intoxicants"). The use of Intoxicants is prohibited while in the shuttle bus. I understand that transportation can be denied due to intoxication or failure to follow these rules, which would result in the participant being responsible for securing and paying for return transportation to the Resort.

**7. Medical Assistance.** I understand that I, and the minor participant(s) identified (if any), may be injured while participating in the Activity and may require medical assistance. On behalf of myself, and the minor participant(s) identified (if any), I consent to receive first aid and medical assistance. I agree to be responsible for all costs related to any medical assistance provided.

**10. Release of Claims.** In consideration for being permitted to participate in the Activity, I, on behalf of myself and the minor participant(s) identified (if any), agree to release Great Eastern Resort Management, Inc., Great Eastern Shuttle, LLC, and their parents, subsidiaries, affiliates, owners, officers, directors, employees, agents and representatives (collectively "Released Parties") from any and all claims, lawsuits, actions, losses and damages that relate or pertain to the Activity or to this Agreement.

**11. Indemnification.** In consideration for being permitted to participate in the Activity, and the use of Massanutten's and GEShuttle's transportation and services, I, on behalf of myself and the minor participant(s) identified (if any), agree to indemnify and hold harmless the Released Parties from any claims, losses, costs and expenses, including attorneys' fees, that relate or pertain to the Activity, to this Agreement or the use of the transportation or services. I agree to do so regardless of whether the Released Parties were allegedly negligent.

**12. Disputes, Venue, Severability.** On behalf of myself and the minor participant(s) identified (if any), I agree that any dispute arising under this Agreement or relating to the Activity shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit be filed. I agree that any lawsuit that relates or pertains to the Activity or this Agreement shall be filed in the Circuit Court for Rockingham County, Virginia or in the U.S. District Court for the Western District of Virginia. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force and effect.

**Assumption of Risk & Participation Agreement – continued.**

**13. Acceptance of Terms.** On behalf of myself and the minor participant(s) identified (if any), I certify that I have read and understand this Agreement, and that I voluntarily agree to its terms on behalf of myself and the minor participant(s) identified (if any). I understand that if I do not accept ALL of the terms of this Agreement, then I will not participate in the Activity. I further warrant and represent that I have the authority to enter into this Agreement on behalf of myself and the minor participant(s) identified (if any).

**Adult Participant**

\_\_\_\_\_  
Signature of Adult Participant

Date: \_\_\_\_\_

**For Minor Participant(s)**

I am at least 18 years of age and am the parent/guardian of the minor participant(s) identified and have the full legal authority to enter into and sign this Agreement on their behalf. I understand and agree that by signing on behalf of the minor participant(s), I am binding myself and the minor to the terms of this Agreement to the fullest extent permitted by the law.

\_\_\_\_\_  
Name Minor Participant

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

Date: \_\_\_\_\_