



ADVENTURE PARK ACKNOWLEDGEMENT OF RISK AND TERMS OF USE AGREEMENT

Date _____

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

Birth Date

____ / ____ / ____

Address _____

City _____ State _____ ZIP _____ 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 above-named child/children I am requesting the authorization, consent, and permission of Great Eastern Resort Management, Inc. d/b/a Massanutten Resort ("Massanutten") to allow me and the child/children (collectively "I", "me" and/or "myself") to be present on, have access to, and participate in certain activities at the property, premises and recreational facilities that are owned, operated, managed, and maintained for owners and guests of six timeshare projects and other invitees of Massanutten Resort in Rockingham County, Virginia (collectively "Massanutten Resort"). In consideration of and in exchange for such authorization, consent and permission, I am entering into and consenting to the terms and provisions of this Acknowledgement of Risk and Terms of Use Agreement ("Agreement"). I agree that I will not sign this Agreement until I have read, understand, and consent to all of its contents, terms, and requirements, including an acknowledgment and understanding of the risks of the activities described in this 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 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 participation in Adventure Park activities is purely voluntary. I understand that there are risks involved in participating in the voluntary, recreational activities at the Adventure Park including canopy tours, zip line tours and the climbing wall, including risks relating to the terrain, features, equipment, fixed objects, obstacles and the environment. I understand that participating in Adventure Park activities could result in property damage, serious injury or death. **I AM AWARE OF THESE RISKS.** I voluntarily assume these risks for myself, and for all minor children for whom I am responsible, for all injuries or death that result from participation in Adventure Park activities. Participating in Adventure Park activities may involve the use of equipment. I agree that the equipment is to be used only as instructed. I understand that misuse of the equipment may result in serious injury or death. I understand that I can return my Adventure Park ticket for a **FULL REFUND** if I do not accept and agree to **ALL** of these conditions and risks. I agree that I will not participate in these activities if I have any questions or concerns regarding the risks involved in these activities. I understand that my Adventure Park privileges may be revoked by Massanutten at any time.

3. Medical Concerns and Exclusions: I understand that participating in Adventure Park activities involves physical activity. 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 Adventure Park activities. I understand that pregnant women should not participate in the canopy tour or zip line activity, and that 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.

4. Authorization to Obtain Medical Care: I authorize Massanutten to call for medical care for myself and any child and to transport myself and/or the child to the nearest appropriate clinic or hospital if medical attention is needed for myself or the child. I authorize a licensed healthcare provider or other first aid provider to carry out emergency medical care deemed necessary for myself or any child for whom I am responsible in an emergency. I agree to pay all costs associated with such medical care and related transportation for myself or the child and shall indemnify, defend, and hold harmless Massanutten from any costs and expenses incurred therein.

5. Waiver of Trial By Jury: In consideration of and for the authorization, consent, and permission of Massanutten to be present on, have access to, and use the property, premises, facilities, services, and recreational activities of Massanutten Resort, I hereby agree that I will submit all claims of any type that I have now or may have in the future against Massanutten, relating or pertaining to this agreement or my presence on, access to, or use of the property, premises, facilities, services, and recreational activities at Massanutten Resort (hereinafter collectively referred to as "Claims") to trial by a judge sitting without a jury in the Circuit Court for Rockingham County, Virginia or U.S. District Court for the Western District of Virginia (Harrisonburg Division). I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO A TRIAL BY JURY ON CLAIMS.

6. Warranty of Authority To Sign Agreement: In signing this Agreement, I warrant to Massanutten that I have full authority to sign this Agreement and make the covenants contained in this Agreement on my behalf and, if I am signing for a child, on the child's behalf.

7. Indemnification: In consideration for the use of Massanutten's facilities, I agree to indemnify, hold harmless and defend Massanutten, its parents, subsidiaries, officers, directors, employees, and agents from any liabilities, losses, judgments, attorneys' fees and court costs that may result from any claims or causes of action arising from causes not attributable to Massanutten's negligence at or involving Massanutten's facilities (including the Adventure Park) whether such claims are brought by me and/or by another person, including any child for whom I authorized participation. In an unsuccessful negligence action brought against Massanutten by me or a child for whom I am responsible I will pay Massanutten's attorney's fees, costs and all expenses of its defense. Similarly, if my negligence results in harm to myself or to another person and Massanutten is sued, I will pay Massanutten's attorney's fees, costs and all expenses of its defense.

8. Choice of Law and Venue; Severability: I agree that this Agreement has been entered into in the Commonwealth of Virginia, and that any question or controversy regarding the interpretation, validity and enforcement of the Agreement shall be governed by the laws of Virginia, without regard to its conflicts of law rules. I agree that any dispute arising under this Agreement or that relates or pertains in any way to the use of Massanutten's facilities and/or property, shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been concluded and failed may any lawsuit then be filed. Any such lawsuit shall be filed and litigated in the U.S. District Court for the Western District of Virginia or the Circuit Court for Rockingham County, Virginia. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I AM THE PARTICIPANT AND HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. **I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I AGREE TO BE BOUND BY ITS TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME AND MY HEIRS AND LEGAL REPRESENTATIVES.**

Signature of Adult Participant _____ Date _____

AND/OR For Parents or Guardians of Participants Under 18 Years of Age:

I WARRANT AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND AM THE LEGAL PARENT OR GUARDIAN OF THE ABOVE-NAMED CHILD/ CHILDREN AND HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON ANY NAMED CHILD'S BEHALF. **I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND THAT BY SIGNING ON BEHALF OF THE CHILD, THE CHILD AND I AGREE TO BE BOUND BY ITS TERMS TO THE FULLEST EXTENT THE LAW WILL PERMIT. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT MAY LIMIT THE CHILD'S AND HIS OR HER PARENTS' AND/OR GUARDIANS' LEGAL RIGHTS AND THAT IT IS BINDING UPON THEM AND THEIR HEIRS AND LEGAL REPRESENTATIVES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Signature of Parent or Guardian _____ Date _____