



**MASSANUTTEN MOUNTAIN BIKE PARK
ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT**

Adult 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, I request authorization to use and participate in Massanutten's Mountain Bike Park (the "Park"). In consideration for being permitted to use and participate in the Park, I, on behalf of myself, and the minors participant(s) identified above, agree to abide by all of the rules and conditions contained in this Assumption of Risk and 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 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.**

1.1 **COVID-19 WARNING:** An inherent risk of exposure to COVID-19 and other disease exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, older adults and people who have underlying medical conditions are especially vulnerable. By visiting the Resort and Bike Park, you and your party voluntarily assume all risks related to exposure to disease and COVID-19.

2. **Notice and Assumption of Risk:** I understand that mountain biking and participating in the Park is a voluntary recreational activity. I understand the Park is a specialized adventure activity and is not intended for everyone. I understand there are serious risks involved in mountain biking and participating in the Park. Risks include uneven/rough terrain, loss of control/balance, equipment failure, collisions with objects, terrain features, trees, rocks, other riders, spectators and individuals. I understand that participating in the Park could result in serious, permanent, catastrophic injury or death. **I am aware of these risks and voluntarily assume for myself, and for the minor participant(s) above, the risks of all injuries or death or property damage that relate to participation in the Park.**

3. **Responsibility Code and Bike Park Rules:** I have read and agree to obey the Mountain Biker's Responsibility Code and the Bike Park Rules. On behalf of myself, and the minor participant(s) identified above, I agree that I/we will not participate in the Bike Park **unless** I/we understand and agree to comply with the Responsibility Code and all Bike Park Rules. I will comply with all instructions and safety requirements for the Park.

4. **Participation Is Voluntary:** I understand and agree that I will only participate in the Park 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 do not accept the terms of this Agreement, I agree that I **will not** participate in the Park and I will not permit any above minor participant(s) to participate in the Park. I understand that, if I do not voluntarily accept the risks and terms of this Agreement, that 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 Park, I agree that I will not participate in the Park. I understand that my Park privileges may be revoked at Massanutten's sole discretion.

5. **Bikes and Equipment:** Cross country type mountain bike equipment is not appropriate for use on downhill trails and is strongly discouraged. **Hybrid, BMX or road bikes are not allowed in the Bike Park. Bikes must have 24" wheels or bigger, front suspension, and front and rear disc brakes to access our park. Our bike carriers will not accept tires larger than 3.5".** I understand that wearing a helmet is **mandatory** for all participants mountain biking in the Park. I understand that participating in the Park may also involve the use of equipment including chair lifts. If I am using my own bike and/or equipment, I affirm that my mountain biking equipment is in good condition and proper working order, and 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.

6. **Bike Park Terrain:** I understand that the features and terrain in the Park are the sole discretion of the participant. Participants must decide for themselves which features and terrain are appropriate given the participant's experience and skill level. Participants are free to avoid and/or not use any features and terrain with which they are not comfortable. I understand that before deciding to participate in the Park, I may ask to inspect the Park to confirm I am comfortable with the Park terrain.

7. **Medical Concerns:** Mountain biking is a physical activity. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the Park. 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 Park. I agree that I will not participate in the Park if I have any questions regarding my ability to safely participate in the Park. 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 Park 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.

8. **Release of Claims:** In consideration for being permitted to use and participate in the Park, I agree to release Great Eastern Resort Management, Inc. d/b/a Massanutten Resort, its parents, 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 mountain biking and/or the Park. This includes all Claims for property damage, personal injury and death. I voluntarily make this agreement because I understand that participating in the Park is an adventure activity, that there are risks involved in participating in the Park, and that engaging in those risks is one of the primary reasons I voluntarily decided to participate in the Park.

9. **Indemnification:** In consideration of being permitted to participate in the Park, 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 Park. I do so regardless of whether the Released Parties were negligent.

10. **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 the Park shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. 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.

11. **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 mountain biking in the Park.

**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 18 YEARS OF AGE:

Signature of Adult Participant _____ Date _____

I AM THE PARENT OR GUARDIAN OF THE ABOVE-NAMED PARTICIPANT(S) UNDER 18 YEARS OF AGE:

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 _____

Revised 06/10/20