



## RELEASE AGREEMENT AND ASSUMPTION OF RISKS

I want to participate in the **Massanutten Mountain Bike Hoo-Ha!**. In exchange for being allowed to participate, and as a condition of participating, I hereby waive, release and discharge Great Eastern Resort Management, Inc., Great Eastern Resort Corporation, and the promoters, sponsors, and all of their employees from any claim, right of action or cause of action, including those for personal injury and property damage, that might arise out of my participation in this event, including, but not limited to acts of negligence or gross negligence. This does not include injuries that are intentionally caused by them.

I UNDERSTAND THAT THERE ARE INHERENT HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THIS EVENT. THOSE HAZARDS INCLUDE, AMONG MANY OTHER THINGS, OTHER RIDERS, VARIATIONS IN TERRAIN, UNMARKED OBSTACLES, NATURAL OBSTACLES SUCH AS ROCKS AND TREES AND MAN-MADE OBSTACLES. I UNDERSTAND THAT THE INJURIES THAT MIGHT OCCUR INCLUDE SERIOUS INJURIES AND EVEN DEATH. I UNDERSTAND THAT I AM RISKING INJURY AND DEATH BY PARTICIPATING IN THIS EVENT, NO MATTER HOW CAREFUL I MIGHT BE. I UNDERSTAND THAT I AM ASSUMING THOSE RISKS BY SIGNING THIS FORM AND BY PARTICIPATING IN THE EVENT.

I agree that the state and federal courts located in Rockingham County, Virginia shall be the sole venue for any legal dispute arising from this agreement or from my participation in the event, even though some other jurisdiction or venue may be permissible or more convenient.

I am entering into this agreement voluntarily for myself, my heirs, and my assigns. I have read it and I understand it. In the event any section of this agreement is found to be unenforceable, the remainder of the agreement shall be fully enforceable. I want to bind myself to it.

I also agree to follow the rules and regulations of the event. I agree that if any portion of this agreement is deemed to be invalid, the remainder shall remain in full force and effect.

**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 the injury or death. You are assuming the risk of participating in this project activity.

**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 Western Slope, you and your party voluntarily assume all risks related to exposure to disease and COVID-19.

*Protest must be made to organizer within 15 minutes after incident or final results posted.*

I certify that I am 18 years old or older. **MINORS UNDER THE AGE OF 18 MUST HAVE A PARENT'S/GUARDIAN'S SIGNATURE**

\_\_\_\_\_  
**Racer's Signature** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
**Parent's or Guardian's Signature** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022