



**MASSANUTTEN RIDGE RAPPEL
ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT**

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 minor participant(s) identified above, I request authorization to participate in Massanutten's Ridge Rappel (the "Activity"). In consideration for being permitted to participate in the Activity, I, on behalf of myself, and the minor participant(s) identified above, agree to fully comply with all of the rules, terms and conditions contained in this Assumption of Risk and Participation 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.**

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 Family Adventure Park, you and your party voluntarily assume all risks related to exposure to disease and COVID-19.

2. Notice and Assumption of Risk: The Activity is a specialized adventure activity and is not intended for everyone. The Activity involves rigorous physical activities including rappelling and climbing. I understand there are serious risks involved in participating in the Activity. These risks include, but are not limited to, slipping, falling, colliding with hard surfaces including rocks and other participants, equipment failure, loss of balance/control, uneven/rough terrain, cuts, abrasions, broken bones and other injuries related to participating in the Activity and/or using the equipment. **I understand that participating in the Activity could result in serious, permanent 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 related to the Activity.**

3. Participation Is Voluntary: The Activity is a voluntary, adventure activity. 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. If I do not accept all of the risks related to the Activity, and do not accept all of the terms of this Agreement, I agree that I will not participate in the Activity and I will not permit any above minor participant(s) to participate in the Activity. 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 Activity, I will not participate in the Activity until I have fully resolved those questions or concerns. I understand that my Activity privileges may be revoked at Massanutten's sole discretion.

4. Equipment: The Activity involves the use of equipment including harnesses, ropes and climbing and rappelling gear. The Activity also involves riding chair lifts. I agree that I will only use the equipment as instructed. I understand that misuse of equipment may result in serious injury or death. I understand that wearing a helmet is mandatory for all participants. I understand

that Massanutten is not responsible for any damage, theft or loss of my equipment.

5. Course: The Activity involves different features, routes and terrain. Participants must decide for themselves which features, routes 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 Activity, I may ask to inspect the features, routes and terrain to confirm that I am comfortable participating. I agree that I will not participate in the Activity if I have any questions or concerns regarding the features, routes and/or terrain. If I elect to participate in the Activity, I agree that I will notify Massanutten immediately if I become aware of any issues or concerns related to the safety of the Activity and/or the safety of participants in the Activity.

6. Medical Concerns: The Activity is a rigorous, physical, adventure activity. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the 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 the Activity. I agree that I will not participate in the Activity if I have any questions regarding my ability to participate safely. I understand that pregnant women should not participate in the Activity. Participants with anaphylactic reactions requiring self-administered epinephrine must carry their EpiPen. 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 Activity 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.

7. Release of Claims: In consideration for being permitted to participate in the Activity, 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 (collectively "Claims") that relate or pertain in any way to the Activity or to this Agreement. This includes all Claims for property damage, personal injury and death. **I voluntarily make this Agreement because I understand that participating in the Activity is an adventure activity, that there are risks involved in participating in the Activity, and that engaging in those risks is one of the primary reasons I voluntarily decided to participate in the Activity.**

8. Indemnification: In consideration for being permitted to participate in the Activity, and use Massanutten's facilities, I agree to indemnify, hold harmless and defend the Released Parties from any Claims, liabilities, losses, costs and expenses that relate or pertain to the Activity or this Agreement. I do so regardless of whether the Released Parties were negligent.

9. Disputes; Venue; Severability: This Agreement is governed by the laws of the Commonwealth of Virginia. 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 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. 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.

10. 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 Activity.

**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 _____

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 _____