



**FAMILY ADVENTURE PARK
ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT**

Adult Participant (and/or Parent or Guardian). **Please Print.** Birth Date _____ Date _____
_____/_____/_____ Gender M or F
Email _____ Phone (_____) _____
Address _____
City _____ State _____ ZIP _____

I am the legal parent or guardian of the following minor participants

Name	Birth Date	Gender	Initials
_____	_____/_____/_____	M or F	_____
_____	_____/_____/_____	M or F	_____
_____	_____/_____/_____	M or F	_____
_____	_____/_____/_____	M or F	_____

On behalf of myself and the minor participant(s) identified (if any), I request authorization to participate in Massanutten's Adventure Park (the "Activity" or "Adventure Park"). 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 comply with all of the rules, terms 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 inherent risks of participating in this project activity.

2. Notice and Assumption of Risk: I understand that there are risks involved in participating in the Adventure Park activities. These risks include, but are not limited to, slipping, falling, loss of control/balance, colliding with objects, rocks, trees, equipment, hard surfaces and other participants, equipment failure, and risks related to the environment and outdoor nature of the Activity. 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 participation in the Adventure Park activities 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. I understand that if I do not voluntarily accept the risks of the Activity and terms of this Agreement, I can return my Adventure Park ticket(s) for a **FULL REFUND** before participating in the Activity.

4. Rules & Safety: As a condition of being permitted to participate in the Activity, I certify that I, and the minor participant(s) identified (if any), will read and review the applicable safety rules, policies and information provided by Massanutten. I understand that it is my

responsibility to make myself aware of the applicable safety rules, policies and information. I understand that safety information is available both at the Adventure Park and online at: <https://www.massresort.com/play/family-adventure-park>. I agree 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, until after I have read and understand the safety rules, policies and information provided by Massanutten. If I have any questions or concerns regarding the Activity, I will address those questions or concerns with a Massanutten representative prior to participating In the Activity.

5. Equipment: The Activity may involve the use of equipment including harnesses, ropes and climbing gear. 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 participating in the Mega Zip, Kids Adventure, Quick Flight and Climbing activities.

6. Medical Concerns & Assistance: I understand that participating in Adventure Park activities involves physical activity. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the Adventure 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 Adventure Park activities. I understand that I, and the minor participant(s) identified (if any), may be injured while participating in the Activity and may require first aid/medical assistance. On behalf of myself, and the minor participant(s) identified (if any), I consent to receive first aid/medical assistance. I agree to be responsible for all costs related to any first aid/medical assistance provided.

7. Personal Use/Nontransferable: Adventure Park tickets are specific to each participant and are not transferrable to other individuals. I understand that participating in the Activity is a privilege (not a right) and this privilege may be revoked at any time in Massanutten's sole discretion.

8. 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. d/b/a Massanutten Resort ("Massanutten"), and its 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.

9. Indemnification: In consideration for being permitted to participate in the Activity, and the use of Massanutten's facilities, 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 Massanutten's facilities. I agree to do so regardless of whether the Released Parties were allegedly negligent.

10. 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.

11. 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 agree 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).

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 of Parent/Guardian

Signature of Parent/Guardian

Date: _____