



ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT – Archery and Axe Throwing

Date _____

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

Birth Date

Gender

____/____/____

M or F

Address _____

City _____ State _____ ZIP _____ Phone _____

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

Name

Birth Date

Gender

____/____/____

M or F

____/____/____

M or F

____/____/____

M or F

On behalf of myself and the minor participant(s) identified above, I request authorization to use Massanutten’s facilities to participate in Massanutten’s archery and/or axe throwing programs and activities (collectively 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, 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 activity 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 the Activity is a specialized, recreational activity and is not intended for everyone. I understand that participation in the Activity is a purely voluntary. I understand there are risks involved in participating in the Activity. Risks include, but are not limited to, being struck by objects and equipment, equipment failure, slipping, falling, colliding with fixed objects, hard surfaces and other participants, and risks related to the environment and nature of the Activity. **I understand that participating in the Activity could result in property damage, serious injury or death. I am aware of these risks and voluntarily assume for myself, and for the minor participant(s) identified above, the risks of all damages, injuries or death relating to the Activity.**

3. Participation is Voluntary: The Activity is a voluntary, recreational 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 the terms of this Agreement, I agree that I will not participate in the Activity, and I will not permit the minor(s) identified above 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 ticket(s) for a **FULL REFUND**. I agree that if I have any questions or concerns regarding the risks involved 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 bows, arrows, and axes. I agree that I will only use the equipment as instructed. I understand that misuse of equipment may result in serious injury or death to myself or others. I agree that I will follow all instructions and safeguards related to the Activity.

5. Medical Concerns: I understand that participating in the Activity involves physical activity. I understand that it is my responsibility to determine whether I, and the minor(s) identified above, am/are sufficiently fit, healthy and skilled to participate safely 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 understand that pregnant women should consult with their doctor about participating in the 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 individual 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, transportation and treatment as appropriate. I agree to pay all costs associated with such medical care and related transportation for myself and the minor(s) identified above, and agree to indemnify, defend, and hold harmless Massanutten from any costs and expenses incurred therein.

6. 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, Great Eastern WaterPark, LLC, their 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, judgments, attorneys' fees and court costs (collectively "Claims") that relate or pertain in any way to the Activity, to this Agreement, or to the use of Massanutten's facilities. This includes all Claims for property damage, personal injury and death. **I voluntarily make this Agreement because I understand the Activity is a voluntary 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 decided to participate in the Activity.**

7. 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 including attorneys' fees, that relate or pertain to the Activity, to this Agreement, or to the use of Massanutten's facilities, including, but not limited to, Claims by third parties and Claims that relate or pertain to the participation of the minor participant(s) for whom I have signed this Agreement. **I agree to do so regardless of whether the Released Parties were allegedly negligent.**

8. 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 unenforceable, the remaining portions shall remain in full force and effect.

9. 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, on behalf of myself and the minor(s) identified above, then I/we will not participate in the Activity.

10. Warranty of Authority to Sign Agreement: In signing this Agreement, I warrant and represent 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 minor(s), on the behalf of the minor(s).

**I HAVE READ AND UNDERSTAND THIS AGREEMENT.
I ACCEPT AND AGREE TO ITS TERMS VOLUNTARILY.**

I am the participant and hereby 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 or Guardian (Print) _____

Signature of Parent or Guardian _____ Date _____