



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

Date _____

Adult Participant (and/or Parent or Guardian). **Please Print.** Birth 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 activities (the "Activities"). In consideration for being permitted to participate in the Activities, 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 Activities. I understand that the risks may vary by Activity and that I am responsible for determining for myself, and for the minor participant(s) identified (if any), whether I am willing to accept the risks of the Activities. 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 Activities. I understand the risks involved in the Activities can lead to serious injury or death and that I, and the minor participant(s) identified (if any), could be injured participating in the Activities. **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, death and property damage related to or arising out of participation in the Activities.**

3. Participation is Voluntary: I understand that participation in Activities at Massanutten is voluntary. I agree that I will only participate in the Activities if I voluntarily accept 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 Activities, and the terms of this Agreement, that I will not participate in the Activities, and that I will not allow the minor participant(s) identified (if any) to participate in the Activities. I understand that if I do not voluntarily accept the risks related to the Activities and terms of this Agreement, I can return my ticket or pass for a refund before participating in the Activities.

4. Rules & Safety: As a condition of being permitted to participate in the Activities, I certify that I, and the minor participant(s) identified (if any), will read the applicable safety rules, policies and information provided by Massanutten related to the Activities. 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 Activities and online at: <https://www.massresort.com/play/family-adventure-park>. I agree that I will not participate in the Activities, and I will not permit the minor participant(s) identified (if any) to participate in the Activities, until after I have read and understand the safety rules, policies and information provided by Massanutten. If I have questions or concerns regarding the Activities, I will address those questions or concerns with a Massanutten representative prior to participating in the Activities.

5. Equipment: The Activities 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: Participating in the 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 each Activity. By choosing to participate, 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 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 the costs and expenses 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. Participating in the Activities 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 Activities, 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, Great Eastern Resort Corporation, and The Resort Companies, Inc., and their respective 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 Activities or to this Agreement.

9. Indemnification: In consideration for being permitted to participate in the Activities, 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 Activities, 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: On behalf of myself and the minor participant(s) identified (if any), I agree that any dispute arising under this Agreement, that relates to the Activities, or the use of Massanutten's facilities, 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 to the Activities, to this Agreement, or the use of Massanutten's facilities shall be filed in the Circuit Court of Rockingham County, Virginia or in the U.S. District Court for the Western District of Virginia (Harrisonburg Division).

11. Severability: If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain valid and enforceable to the fullest extent permitted by law.

12. 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 Activities. 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).

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

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: _____

Revised 07.24.24
(includes Mtn Coaster)