

PARTICIPANT ACKNOWLEDGEMENT OF RISK AND TERMS OF USE AGREEMENT

PARTICIPANT NAME (PLEASE PRINT)		BIRTH DATE	GENDER	M/F	PHONE NUMBER
HOME ADDRESS		CITY	STATE	ZIP CODE	
INITIALS	I am the parent and/or legal guardian of _____ (the "child").	BIRTH DATE	GENDER	M/F	
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On behalf of myself and the child, I am requesting the authorization, consent, and permission of Great Eastern Resort Management, Inc., Great Eastern Resort Corporation, and The Resort Companies, Inc., and its or their owners, shareholders, officers, directors, volunteers, employees, affiliates, insurers, contractors, agents and assigns (collectively referred to as "MassanuttenSM ") to allow me and the child to be present on, have access to, and use the property, premises, facilities, services, and recreational activities that are owned, operated, managed, and maintained by MassanuttenSM in McGaheysville, Rockingham County, Virginia (collectively referred to as "Massanutten ResortSM "). In consideration of and in exchange for such authorization, consent and permission, I am entering into and consenting to the terms and provisions of this Participant Acknowledgement Of Risk And Terms Of Use Agreement (hereinafter "Agreement"). I agree that I will not sign this Agreement until I have read, understand, and consent to all of its contents, terms, and undertakings, including an acknowledgment and understanding of the risks of the activities described in this 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 risk of participating in this project activity!**

2. **Inherent and Other Risks:** MassanuttenSM provides adventure recreation activities at the Massanutten ResortSM , which include by example snow skiing, snowboarding, snow tubing, ice skating, summer tubing, and canopy tour and zip line activity, and other indoor and outdoor activities ("Resort Activities"). The risk of injury or death exists in the Resort Activities due to falls, contact with other participants and fixed objects, and moving about or being transported on the grounds on which these activities are initiated and conducted. Some risks are inherent to these activities and cannot be eliminated without changing the essential nature of the experience. The emotional risks range from unwelcome or inadvertent touching hurt feelings to panic and psychological trauma (such as fear of heights). The physical risks range from small scrapes and bruises to bites, stings, broken bones, rope burns, pinches, twists, jolts, sprains, lacerations, fractures, concussions, cuts or even more severe life threatening hazards such as neurological damage, and in extraordinary cases, even paralysis or death. The property on which these activities are located includes hilly, rocky, and wooded terrain, ravines, and creek beds, with potential harmful plants and animals that may bite or sting. Injuries may be a natural consequence of the activities undertaken, as a result of the environmental hazards (including terrain and weather), and may occur in spite of the reasonable efforts of staff to prevent them. In all cases, these inherent risks, as well as other risks of injury that are not inherent, and whether or not described above, must be accepted by those who choose to participate. I expressly accept and assume all of the risks existing in the Resort Activities, and my and the child's participation in the Resort Activities are voluntary with knowledge and acceptance of these risks. I also acknowledge that I am freely assuming and accepting any and all risks of property damage, personal injury and death in connection with my or the child's participation in the Resort Activities.

3. **Medical Concerns and Exclusions:** Pregnancy, obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, seizure disorders, diabetes, arthritis, tendonitis, or leg, back, shoulder or other joint and muscular-skeletal problems, and other medical, physical, psychological and psychiatric problems conditions may impair the safety and well being of participants. All such conditions may increase the inherent risks of the experience and cause a Participant to be a danger to himself or others. Participants with underlying medical, physical, or mental conditions that put them at greater risk of injury or illness must carefully consider those risks before choosing to participate in the activities at Massanutten ResortSM , or allowing children for whom they are responsible to participate if those children are affected by such conditions. **Pregnant women may not participate in the canopy tour and zip line activity. Participants with anaphylactic reactions requiring self administered epinephrine must carry their Epi pen. Participants with Asthma requiring an inhaler must carry their inhaler.** MassanuttenSM reserves the right to exclude any applicant from participation for medical, safety, or other reasons.

4. **Authorization to Obtain Medical Care:** I authorize anyone working at Massanutten ResortSM to call for medical care for myself or the child or to transport myself or the child to the appropriate clinic or hospital, if in the opinion of anyone working at the activity medical attention is needed for myself or the child. I authorize a licensed healthcare provider or other first aid provider to carry out emergency medical care deemed necessary for myself or the child in an emergency where normal permission is unavailable. I agree to pay all costs associated with such medical care and related transportation for myself or the child and shall indemnify, defend, and hold harmless MassanuttenSM from any costs and expenses incurred therein.

5. **Agreement to Arbitrate All Claims; Waiver of Trial By Jury:** In consideration of and for the authorization, consent, and permission of MassanuttenSM to be present on, have access to, and use the property, premises, facilities, services, and recreational activities of Massanutten ResortSM , for and on behalf of myself and the child, I hereby consent to, acknowledge, and agree that I and the child will submit all claims of any

type that I or the child have now or may have in the future against MassanuttenSM , individually or collectively, arising from, relating or pertaining to, or having as its or their basis, this Agreement or my or the child's presence on, access to, or use of the property, premises, facilities, services, and recreational activities at Massanutten ResortSM (hereinafter collectively referred to as "Claims"), to binding arbitration in accordance with the procedures and requirements of Uniform Arbitration Act, Chapter 21, Article 2, Section 8.01-581.01, *et seq.*, of the Code of Virginia. I further agree to the following:

- a. I and the child shall submit to arbitration all Claims for the inadvertent, negligent, or intentional actions or omissions of MassanuttenSM , including any and all Claims for personal injury or property damage to me or the child.
- b. The arbitrator for the hearing of the Claims shall be chosen from a list of five (5) retired judges identified by the Chief Judge of the Judicial Circuit that serves Rockingham County, Virginia, and shall be selected through a process whereby the plaintiff(s) and the defendant(s), collectively, shall alternatively strike two (2) names each until one (1) arbitrator is remaining, the party or parties asserting the Claims to provide the first strike.
- c. Great Eastern Resort Management, Inc. and Great Eastern Resort Corporation agree that they shall bear the fees and costs of the arbitrator and the conducting of the arbitration proceeding. The parties to such Claim shall be responsible for their own costs and expenses, including attorneys' fees, involved in prosecuting, pursuing, and defending the Claims and arbitration.
- d. I understand and agree that I am waiving the right to a trial by jury on the Claims for myself and the child.

6. **Warranty of Authority To Sign Agreement; Waiver of Immunity:** In signing this Agreement, I warrant to MassanuttenSM 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 child, on the child's behalf. Further, I hereby waive the protection of any immunity (including charitable immunity) that otherwise may be available to me or to the organization I represent, and promise not to rely on any such immunity if the indemnity provided in this paragraph is invoked.

7. **Indemnification:** By signing this Agreement on behalf of the child, I agree that I have and am assuming the duty to supervise and care for the child while at Massanutten ResortSM . I further agree to indemnify, hold harmless, and indemnify MassanuttenSM , individually and collectively, for any and all Claims, including all judgments, awards, costs, expenses, fees, and attorneys' fees of any kind that MassanuttenSM may incur, arising from, related or pertaining to, or serving as their basis, (i) the child's presence on, access to, or use of the property, premises, facilities, and recreational activities at Massanutten ResortSM , including any and all Claims for injury to the child's person or property; (ii) loss or damage to third persons or the property of MassanuttenSM or third persons caused in whole or in part by the actions or omissions of me or the child; (iii) MassanuttenSM 's enforcement of this Agreement; or (iv) my breach or misrepresentation of my warranties of authority in this Agreement to act on behalf of the child.

8. **Choice of Law and Venue; Severability:** I agree that this Agreement has been made and entered into in the Commonwealth of Virginia, and further agree that any question or controversy regarding the formation, construction, interpretation, validity and enforcement of the Agreement, and the rights or obligations of the parties hereto, shall be governed by the laws of Virginia, without regard to its conflicts of law rules. I agree further that in the event that I file a lawsuit against MassanuttenSM , individually or collectively, to enforce this Agreement, I agree to do so solely in the Circuit Court for 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.

I am the participant and hereby represent that I am at least 18 years of age. I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I AGREE TO BE BOUND BY ITS TERMS. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME AND MY HEIRS AND LEGAL REPRESENTATIVES.

Signature of Adult Participant _____ Date _____

AND/OR For Participants Under 18 Years of Age:

I represent that I am at least 18 years of age and have full authority to sign this Agreement on the child's behalf. I acknowledge and agree that I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND THAT BY SIGNING ON BEHALF OF THE CHILD, THE CHILD AND I AGREE TO BE BOUND BY ITS TERMS. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS THE CHILD'S AND HIS OR HER PARENTS' OR GUARDIANS' LEGAL RIGHTS AND THAT IT IS BINDING UPON THEM AND THEIR HEIRS AND LEGAL REPRESENTATIVES.

Signature of Parent or Guardian _____ Date _____