

ASSUMPTION OF RISK AGREEMENT

I, _____ (participant) desire to participate in Zip Lining. If participant is under age 18, I, _____, the parent/legal guardian of participant, grants permission for participant to participate in Zip Lining. In consideration of being allowed to participate and/or having a minor child participate in Zip Lining, each person signing below hereby acknowledges and agrees to the following terms and conditions: _____Initials

NOTICE AND ASSUMPTION OF RISK

Zip Lining is a recreational adventure activity. Each person signing below acknowledges and understands that there are inherent and other risks involved in Zip Lining and that Zip Lining is a potentially hazardous activity. Each person signing below expressly acknowledges and understands that participating in Zip Lining could result in permanent, catastrophic injury or death. By signing below, I voluntarily and expressly assume for myself, and/or for the participant that I have allowed to participate in Zip Lining, the risk of all injuries or death while participating in Zip Lining at Wintergreen. _____Initials

I understand that Zip Lining may involve strenuous physical activity. Each person signing below certifies that participant is in good health and does not suffer from any physical or mental conditions that may affect the participant's ability to safely participate in Zip Lining. Pregnant women should not participate in Zip Lining. Individuals with back, heart, or other ailments that may prevent them from safely participating in Zip Lining should not participate. Please consult a doctor prior to Zip Lining if you have any questions regarding your ability to safely participate in this activity. _____Initials

Zip Lining involves the use of Equipment. Each person signing below acknowledges and understands that there are certain risks associated with using the Equipment. The Equipment is to be used only as instructed. Wearing a helmet while Zip Lining is mandatory. Misuse of the Equipment and/or helmet may result in permanent, catastrophic injury or death. By signing below, I voluntarily and expressly assume for myself, and/or for the participant that I have allowed to participate in Zip Lining, the risk of all injuries or death relating to the use of the Zip Lining Equipment including the helmet. _____Initials

Each person signing below certifies that he or she is at least 8 years old and between 75 lbs. and 250 lbs. and will comply with all instructions and safety requirements for participating in Zip Lining. I understand that failure to follow instructions and safety requirements may result in serious injury or death. _____Initials

I understand that I can return my Zip Line ticket for FULL REFUND if I do not accept these conditions. I understand that my Zip Line ticket is revocable at any time if I do not comply with any applicable term. The ticket is non-transferrable. _____Initials

INDEMNITY AGREEMENT

In consideration of the use of Wintergreen's facilities, I agree to indemnify, hold harmless and defend Wintergreen Partners, Inc., its officers, directors and employees from any liabilities, losses, attorneys' fees and court costs that may result from any claims or causes of action arising from the use of Wintergreen's facilities (including Zip Lining) by myself or by the minor participant for whom I authorized to participate in Zip Lining. I do so regardless of whether Wintergreen is negligent. Additionally, I agree that any dispute arising under this Agreement or the use of Wintergreen's facilities (including Zip Lining) shall be litigated in the Circuit Court of Nelson County, Virginia or in the United States District Court for the Western District of Virginia (Charlottesville Division). _____Initials

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

Printed Name of Participant: _____ Age: _____ Weight: _____

Signature of Participant: _____ Date: _____

Printed Name of Legal Guardian: _____ Date: _____
(if Participant under 18)

Signature of Legal Guardian: _____